

**RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE
NEGOTIATIONS AGREEMENT BETWEEN THE TOWNSHIP OF
MANALAPAN AND PBA LOCAL NO. 229**

Mr. Jacobson offered the following Resolution and moved its adoption:

WHEREAS, the Township of Manalapan (“Township”) and the Manalapan Policemen Benevolent Association, P.B.A Local No. 229, (“P.B.A. Local No. 229”) have been engaged in collective negotiations over the terms of a successor agreement valid from January 1, 2020 through December 31, 2024; and
; and

WHEREAS, the Township of Manalapan and PBA respectively agree to recommend for ratification the attached Collective Negotiations Agreement which includes changes, additions and deletions to the prior collective negotiations agreement; and

WHEREAS, the Township of Manalapan’s Attorney has reviewed and approved the Collective Negotiations Agreement as to the substance and form; and

NOW, THEREFORE, BE IT RESOLVED that the attached Collective Negotiations Agreement, valid from January 1, 2020 through December 31, 2024, is approved by the Township Committee of the Township of Manalapan; and

BE IT FURTHER RESOLVED that the Mayor and Township Administrator be and are hereby authorized to execute the collective negotiations agreement between the Township of Manalapan and PBA in accordance with the form attached hereto; and

BE IT FURTHER RESOLVED that the Clerk forward a certified copy of this Resolution to the Administrator, Chief Finance Officer, Payroll Clerk and PBA Local 229.

SECONDED BY Mrs. Cohen and adopted on roll call by the following vote:

AFFIRMATIVE: Cohen, Jacobson, McNaboe, Nelson, Musich

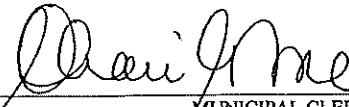
NEGATIVE: None

ABSTAIN: None

ABSENT: None

DATED: January 10, 2024

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A
RESOLUTION ADOPTED BY THE TOWNSHIP OF MANALAPAN
DURING A MEETING HELD ON JANUARY 10, 2024



MUNICIPAL CLERK
TOWNSHIP OF MANALAPAN

**COLLECTIVE NEGOTIATIONS
AGREEMENT**

BETWEEN

**THE TOWNSHIP OF MANALAPAN
MOUNMOUTH COUNTY, NJ**

AND

P.B.A. LOCAL NO. 229

JANUARY 1, 2020 – DECEMBER 31, 2024

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ATTACHMENTS

A - WORK SCHEDULE

B - FAMILY LEAVE POLICY

C - K-9 AGREEMENT

D - SALARIES

E - Leave of Absence Form

JANUARY 1, 2020 THROUGH DECEMBER 31, 2024

**ARTICLE 1
PREAMBLE**

THIS AGREEMENT is made and entered into by and between the Township of Manalapan, a Municipality in the County of Monmouth, State of New Jersey, and hereinafter referred to as "Township" and the Manalapan Policemen's Benevolent Association, Local No. 229, hereinafter referred to as "Association," and

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Township and Association and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with law, and

WHEREAS, while it is recognized that the State and Federal Law may have application to the relations between the parties hereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in this Agreement shall not be taken to mean that such law does not apply where relevant, and

WHEREAS, it is understood and agreed that some of the terms of this Agreement may enlarge upon and expand the rights of employees created by existing New Jersey Law, and

WHEREAS, it is understood and agreed that this Agreement shall, in no way, be interpreted to reduce or limit any employee rights, and such rights created and protected by the Laws of New Jersey, specifically, but not limited to N.J.S.A. 40A:14-118 through and inclusive of 40A:14-216 are to be binding upon the parties, and

WHEREAS, it is understood and agreed that if there is an inconsistency between the terms of this Agreement and the Laws of New Jersey or the United States then in that event the parties shall meet and negotiate in an attempt to resolve such inconsistency for their mutual benefit.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**ARTICLE II
TERMS AND RENEWAL**

A. This Agreement shall be in full force and effect as of January 1, 2020 and shall remain in effect through December 31, 2024. This Agreement shall continue in full force and effect during negotiations of a new Agreement unless both parties agree to the change, modification or termination of any provision.

B. The parties agree to enter into collective bargaining negotiations for a successor agreement in accordance with State law and in good faith shall try to reach an agreement on all matters concerning the terms and conditions of employment which are legally negotiable. Either party to this contract may contact the other after September 1 of the final year of the agreement to request a meeting to commence contract negotiations and such negotiations shall commence immediately thereafter.

C. During negotiations, facts, opinions, proposals and counterproposals will be exchanged freely by the parties. If requested by the Association, the Township shall furnish the Association representatives with detailed information concerning the financial resources of the Township and, if available, the actual or proposed line item for police officers' salaries in the itemized budget. If such figures are not available prior to the date(s) on which negotiations are held, they shall be provided as soon as possible thereafter.

D. This Agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.

E. In all negotiation sessions at least one person with authority to represent each party shall be present and either party may bring to the negotiation sessions other representatives including, but not limited to, their respective attorneys, negotiation representatives, and/or the Township Administrator.

ARTICLE III RECOGNITION

A. The Township hereby recognizes the Association as the exclusive collective negotiations agent for all police officers excluding superior officers.

B. This Agreement shall govern all wages, hours, and other conditions of employment hereinafter set forth.

C. The Township shall permit members of the Association Negotiating Committee to attend mutually scheduled collective bargaining meetings during working hours without loss of pay and the Township shall also permit members of the Association Negotiating Committee upon at least 24 hours notice to the Police Chief, Captains, or their designee, to attend unilateral meetings with its attorney or any officially designated representative during duty hours without loss of pay. The Association shall upon request of the Township submit the names of those persons serving on the Association Negotiating Committee such committee not to exceed five persons and with no more than two persons from any one shift or bureau.

D. Representatives of the Association shall be permitted to transact official Association business on Township property at all reasonable times, provided that it shall not interfere with or interrupt normal Township operations.

E. In accordance with the basic practice, the Township shall grant the President and State Delegate of the Association or the person acting as his legal representative such reasonable time as is necessary to conduct his responsibilities to the Association and there shall be no loss of pay if such reasonable time is required to be spent during his regular tour or work week.

F. Convention Committee: The Township agrees to grant the necessary time off without loss of pay to the President of the Association and no more than two other members of the Association selected as delegates to attend any conventions of the New Jersey State Policemen's Benevolent Association as provided under N.J.S.A. 40A:14-177 and other State Statutes. The Association shall provide the Township with the names of those persons attending such convention at least 10 days in advance and no more than 3 members shall be from the same shift or bureau.

**ARTICLE IV
SAVINGS CLAUSE**

A. If any provision of this Agreement shall at anytime be declared invalid by Legislative Act, any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect, to the extent possible to retain the original intentions of the parties.

B. Except as herein modified all terms and conditions of employment in effect at the time of the signing of this Agreement shall be maintained and continued by the employer during the term of this Agreement at not less than the highest standards in effect at the commencement of this negotiations resulting in this Agreement.

C. Any benefits provided to the Police Department by any ordinances and resolutions except as specifically modified herein shall remain in full force and effect during the Agreement and shall be incorporated as if set forth herein at length.

**ARTICLE V
NON-DISCRIMINATION**

The "Township" and the "Association" both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age with regard to employment, opportunity for advancement, or continuation of employment. The "Township" further agrees that it will not interfere with nor discriminate against any employee because of membership in or legitimate activity on behalf of the "Association" nor will the "Township" encourage membership in any other association or union or do anything to interfere with the exclusive representation of the "Association" as the appropriate bargaining unit.

**ARTICLE VI
MANAGEMENT RIGHTS**

A. It is the right of the "Township", in accordance with the requirements of State law and N.J.S.A. 40A:14-118 to determine the standards of service to be offered by its agencies and to determine the standards of service of selection for employment, direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or any other legitimate reason, maintain the agency of its operation, determine the methods, means and personnel by which its operations are to be conducted, determine the content of job classification, schedule the hours, take all necessary action to perform its obligation in emergencies, and exert complete control and have discretion over its organization and the technology required for performance.

B. Nothing in this Article shall alter or relieve the Township of any of its obligations contained in this Agreement.

**ARTICLE VII
EMPLOYEE RIGHTS**

A. Management shall utilize only the work schedule in effect on May 1, 2008 (see attachment "A" Work Schedule) for the duration of this Agreement. Any officer affected by a work schedule change shall be given seven (7) calendar days' notice of said change.

B. No officer's assigned schedule shall be altered to reduce work hours for the purpose of reducing or avoiding the payment of overtime compensation.

C. No permanent non-probationary officer shall be disciplined without just cause.

D. Rights of Employees in Non-Criminal Matters. The wide ranging powers and duties given to the Department and its members involve them in much contact in many relationships with the public from which arise questions concerning the actions of members of the police department. In an effort to insure that any investigations arising out of such contact are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The interrogation of a police officer concerning non-criminal matters shall be, in so far as practical, when the officer is on duty.

2. Prior to such interrogation the officer shall be informed of the nature of the investigation, if the informant or complainant is anonymous, and if the officer is being interrogated solely as a witness. The officer shall be apprised of all non-confidential information concerning any allegation.

3. The interrogation shall be conducted for a reasonable length of time.

4. The interrogation of the officer shall not be recorded without his knowledge.

5. Prior to any interrogation by any investigating police officer or any other Township Official in a non-criminal matter which would probably lead to charges being brought against the employee, the employee may, if he so desires, notify the Association of such interrogation, and request the presence of a member of the Executive Board of the Association or his designee, provided the Executive Board Member is able to appear within a reasonable time.

**ARTICLE VIII
ACCESS TO PERSONNEL FILE**

The Township agrees to permit each officer a reasonable opportunity for full inspection and examination without restriction, of his personnel file any time between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, subject to the Police Chief or his designee being present. The inspection shall take place in a private place provided by the Township and the officer may, at his option have a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings or information contained in his personnel file, the cost of copying to be borne by the employee.

All policies and procedures that apply to an officer's personnel file shall apply to the computerized guardian tracking system, including the policies and procedures that govern written reprimands.

**ARTICLE IX
LEGAL EXPENSES**

A. The Township shall be responsible for and pay for necessary and reasonable expenses of an officer for legal advice and representation in the defense of any civil, criminal and quasi-criminal charges arising out of or directly related to the lawful exercise of police powers in the furtherance of his official duties, provided such charges are not initiated by the Township. It is understood that the officer shall have the right to choose his own counsel (except when officer is covered under an insurance policy) and that the counsel shall be paid a reasonable fee for his legal services at a rate not to exceed the rate paid to the Township attorney at that time, except as set forth in Paragraph C below. If the charges against an officer in any criminal proceeding or in a complaint of the municipality shall not be dismissed or finally determined in the favor of the member or officer, then the Township shall have no obligation to pay any attorney fees.

B. For the purposes of this Section "resolved in the favor of the officer" shall mean dismissal, no bill or finding of not guilty by a trier of fact, and shall not include a conditional discharge or plea arrangement. In the event that the officer is admitted to a pretrial intervention program, the Township shall only be obligated to pay reasonable attorneys' fees in accordance with N.J.S.A. 40A:14-155 if the Township has not instituted a collateral disciplinary hearing against the affected officer regarding the incidents subsumed in the pretrial intervention agreement. Said disciplinary proceedings shall be instituted no later than as provided for in N.J.S.A. 40A:14-147.

C. The Township shall not be obligated to pay in excess of \$600 for attorney's fees for any single municipal court appearance by any attorney on behalf of an officer. The Township shall pay for all reasonable legal expenses within three months of the submission of a voucher provided that in a criminal matter there has been a final determination as set forth in above. This section is in addition to all of the rights of employees set forth in N.J.S.A. 40A:14-155.

**ARTICLE X
PENSIONS**

The Township shall continue to provide pension and retirement benefits of officers covered by this Agreement pursuant to provisions of the statutes of the State of New Jersey.

**ARTICLE XI
HEALTH COVERAGE**

A. The Township shall continue to provide enrollment in the New Jersey State Health Benefits Program ("SHBP") for all officers and their dependents, as defined by the insurance carrier, at the beginning of employment after not less than ninety (90) continuous days of service or as soon thereafter as possible under the provisions of the plan.

Coverage shall be extended to the entire family of the employee, including spouse, domestic partner and all unmarried and un-emancipated children whether naturally born or adopted and any step children who have not yet attained the age of 26 years and are actually members of the employee's immediate household. If applicable law changes and the SHBP is no longer available to age 26, the maximum age provided by law shall govern. Under the provisions of State Law Chapter 375, P.L. 2005 certain over age children may be eligible for coverage until the age of thirty. Employees are solely responsible for the payment of over age children that are eligible for this coverage.

Should the Township agree to reduce premium sharing for any non-aligned employee during the term of this Agreement, the members of this unit shall have their premium sharing reduced accordingly. Should the Township reduce the premium sharing for any unionized employee during the term of this Agreement, the Contract shall be reopened at the Association's written request to negotiate a reduction in contribution rates. Should the parties reach an impasse, they may submit the matter to an arbitrator selected under the grievance procedure to resolve the impasse.

B. The Township shall provide to the officers of the department who retire with fifteen (15) years of service or more to the Township and / or through a disability retirement, lifetime retiree medical coverage for the member, spouse/domestic partner, and/or dependent children in the New Jersey Public Employee Health Benefits Program subject to the provisions of Chapter 88 N.J.S.A.

1. Retired members, who completed twenty (20) years of service prior to June 28, 2011 in the Police & Fireman Retirement System, shall receive at no cost to them, insurance coverage at levels not less than those presently in effect at the time of their retirement, along with a drug prescription plan at no cost to them, presently in effect at the time of their retirement, as though the member were still employed by the Township. Employees who had 20 years of pension credits on or before 6/28/2011 and those who retire on a disability shall not be required to contribute towards the insurance premium in retirement.

2. Retired members, who did not complete twenty (20) years of service prior to June 28, 2011 in the Police & Fireman Retirement System, shall receive insurance coverage at levels not less than those presently in effect at the time of their retirement, along with a drug prescription plan, presently in effect at the time of the member's retirement, along with a drug prescription plan, presently in effect at the time of their retirement, as though the member were still employed by the Township; unless a change and increase is required through State

Law or by action of the State Health Benefits Program, or other applicable carrier, not in the control of the Township. Cost to the retiree shall be as follows:

Employees, who retire on or after January 1, 2020, to the extent permitted by law, and by the policies, practices and regulations of the Division of Pensions and Benefits, shall contribute, through withholding of a contribution from the monthly retirement allowance, the sum of 1.5% of the monthly retirement allowance. If, for whatever reason, the retiree's health benefit contribution is not withheld from his retirement allowance, he shall be billed for the same by the Township quarterly.

If any payment for any billing referenced in the paragraph above is not received by the Township within thirty (30) days of the date of forwarding to the affected retiree, the Township shall notify the retiree in writing of the delinquency. If the retiree does not make payment within 15 calendar days of receipt of the notice, the Township may cancel the coverage of the affected retiree and/or institute action in New Jersey Superior Court to recover the unpaid contribution amounts. If the Township is adjudged the prevailing party in any action to recover such contributions, the applicable retiree will also be liable for reasonable attorneys' fees incurred by the Township in such suit and collection of any judgment or order pursuant to such suit.

In order to determine the amount of the retirement allowance for purposes of this provision, the retiree must submit documentation from the Division of Pensions and Benefits showing the retirement allowance within thirty (30) days of the effective retirement date to the Township and resubmit to the Township such documentation annually within 30 days of each anniversary of the effective retirement date. Failure to submit such documentation within those time frames shall be cause for the Township to cancel the coverage of the affected employee, and/or institute action in New Jersey Superior Court to recover the unpaid contribution amounts for the amounts owed as specified above. If the Township is adjudged the prevailing party in any action to recover such contributions, the applicable retiree will also be liable for reasonable attorneys' fees incurred by the Township in such suit and collection of any judgment or order pursuant to such suit.

3. To the extent permitted by law, and by the policies, practices and regulations of the New Jersey Division of Pensions and Benefits, an officer who retires after the contract expiration date, but before ratification of a successor agreement, can retire using the percentage contributions to health care coverage in retirement applicable under the expired agreement. The Township will not be responsible, however, for any requirements of the Division of Pensions and Benefits as to retroactivity or otherwise.

C. The Township agrees to compensate anyone declining healthcare coverage twenty-five percent (25%) of the cost savings or \$5,000, whichever is less. If an employee opts out and receives benefits through the SHBP, he/she shall not be eligible for the opt-out payment.

D. The parties agree, without prejudice to any of their pre-existing legal rights, including the right of interest arbitration, to engage in coalition bargaining among the Township and all the Township negotiation representatives concerning amendments to existing health care and dental insurance plans.

E. Upon a retired bargaining unit member's death, his/her spouse/domestic partner, and/or dependent child(ren) will receive coverage as if the employee were still living, subject to any legally mandated premium contribution.

1. Upon a retired member's death, his/her spouse/domestic partner, and or dependent child(ren) will receive coverage as if the employee were still living, pursuant to the terms of Section B above. If the deceased member's spouse/domestic partner remarries, their individual coverage will cease. The deceased member's dependent child(ren) will continue to receive insurance coverage at levels not less than those presently in effect at the time of the deceased member's retirement, along with a drug prescription plan in effect at the time of the deceased member's retirement, as though the deceased member were still living. This coverage will be provided to the deceased member's dependent child(ren), based on Section B above, until such age that state and or federal law allows. The dependent children will continue to receive coverage as previously stipulated if the deceased member's spouse/domestic partner ceases to live.

2. If an off duty death results for an active member of this bargaining unit, who has completed fifteen (15) years of service with the Township, that is not as a direct result of the member committing a criminal act, the family as described above, shall be entitled to receive insurance coverage at levels not less than those presently in effect, along with a drug prescription plan, based on Section B, as though the deceased member were still living. The Township agrees to reimburse the spouse/domestic partner, and/or dependent child(ren) for the cost of COBRA coverage for eighteen (18) months from the date of eligibility. The same provisions listed above apply to cover the dependent children should the deceased member's spouse/domestic partner remarry or cease to live.

3. The Township may audit any current or retired bargaining unit members or their spouse/family if they are receiving Township medical benefits or waivers.

F. On retirement, a retiree who qualifies for retiree health benefits may waive Retired Group health benefits coverage and retain his or her right to enroll at a later date, subject to the

qualifications and conditions stated below and/or those imposed by law or the State of New Jersey, Division of Pensions and Benefits, if the retiree is covered as an employee through other employment or as a dependent of his or her spouse/partner in another group health plan, of the State Health Benefits Program. Pursuant to the Division of Pensions and Benefits, unless later modified, a retiree waiving coverage because of other coverage must submit a Cancel/Decline/Waive Retired Coverage form at time of retirement in order to be eligible for enrollment if/when the retiree loses other coverage. Likewise, pursuant to the Division of Pensions and Benefits, unless later modified, a retiree will not be permitted to enroll at a later date if he or she does not submit that application within 60 days of his or her retirement date. If the retiree loses coverage, he or she may re-enroll, subject to the above, by submitting a Retiree Health Benefits Enrollment and/or Change Form to the Division of Pensions and Benefits within 60 days of the loss of coverage. Proof of loss is required. Any reenrollment, however, is subject to the Division of Pensions and Benefits.

For retirees who re-enroll, who did not complete twenty (20) years of service prior to June 28, 2011 in the Police & Fireman Retirement System, shall receive insurance coverage at levels not less than those presently in effect at the time of their retirement, along with a drug prescription plan, presently in effect at the time of the member's retirement, as though the member were still employed by the Township; unless a change and increase is required through State Law or by action of the State Health Benefits Program, or other applicable carrier, not in the control of the Township. Cost to retirees shall be as stated in Section B above. All other provisions regarding the collection of employee contributions set forth in Section B above will apply here.

G. The Township will also reimburse a retired member and spouse/domestic partner for Medicare Part B contributions once the member and/ or spouse/domestic partner reach the required age for coverage under Medicare, at which time the Health Benefits Program will become a secondary health care coverage to Medicare.

**ARTICLE XII
DENTAL PLAN**

A. Group dental plan presently being provided, or its equivalent, shall remain in effect throughout the duration in terms of this Agreement.

B. Employees who retire can continue in the employee's dental plan being granted by the Township. All costs for these continued dental benefits will be borne by the retired employee. The Township will bill the employee quarterly for these payments. Failure to make quarterly payments on a timely basis will result in the employee losing this benefit continuation.

C. The Township shall have the right to change carriers or self-insure so long as benefits are equivalent.

D. The Township shall notify the Association fifteen (15) work days prior to awarding dental insurance contracts so as to afford the PBA the opportunity to review and evaluate policies.

**ARTICLE XIII
SICK LEAVE**

A. Sick leave is paid leave that may be granted to each full time officer who is unable through sickness or injury to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

B. Sick leave with pay shall be applicable to all full time officers, pursuant to revised general ordinances of the Township of Manalapan. Probationary employees are entitled to accumulate sick leave on a pro rata basis.

C. Within the first year of service, an officer shall receive one (1) working day of sick leave with pay for each month of service from the date of his regular appointment up to and including December 31st, following such date of appointment.

D. After the first year of employment, each officer shall have fifteen (15) days of sick leave with pay for each calendar year thereafter.

E. Sick leave not taken shall accumulate to the officer's credit from year to year and the officer shall be entitled to such accumulative sick leave with pay if and when needed.

F. All absences due to illness or disability shall be reported as soon as possible, by or for the officer, to the supervisor.

G. In all cases of reported illnesses or disability the Township reserves the right to send a visiting nurse or the Township medical officer to investigate the report. The Township reserves the right to have any officer reported or reporting as ill or disabled to be examined by a physician designated by the Township. The Township may require an officer who has been off duty for a period in excess of four (4) consecutive work days to furnish the Township with a physician's certificate that the officer is physically fit and able to resume his duties and the Township shall also have the right to have such officer examined by a physician of its own choice to determine whether or not the officer is able to resume his duties and employment.

H. Sick time shall not be used for routine medical services that are readily available during non-working hours.

I. An officer who is certified as absent on account of a disability or accident caused in the usual course of his employment and while on duty shall not have such absence charged against his sick leave. All other provisions regarding absence on account of sickness or disability apply to officers suffering job disability or accident.

J. When an absence due to illness does not exceed three (3) days, normally the officer's statement of the cause will be accepted without a supporting statement from his attending physician. The Township, however, reserves the right to have the officer examined by the Township medical officer before his return to duty.

K. No officer, while on sick leave from the Township, shall be otherwise employed or engaged in any outside work or employment whatsoever.

L. The Township shall grant to any member of this Unit a paid leave of absence not to exceed 52 weeks who shall become ill or injured or disabled from any cause provided that the examining physician appointed by the Township shall certify to such illness, injury or disability consistent with the specifications of Title 40A: 14-137. To be eligible for this benefit, an officer must first exhaust all of his accumulated sick time.

The above Section shall be utilized in the following manner and equation:

Completion of three (3) years consecutive service in Manalapan Police Department	10 weeks paid leave
4 years of service.....	20 weeks paid leave
6 years of service.....	30 weeks paid leave
8 years of service.....	40 weeks paid leave
10 years of service.....	50 weeks paid leave
more than 10 years.....	52 weeks paid leave

This clause shall only be applicable for serious injuries and illnesses.

The above provision shall only apply in instances where there are more than seven (7) consecutive days of absences in issue.

The Association and the Township shall develop a joint form which shall be used when Section L benefits shall be sought. The form shall include name of the officer, dates of issue, number of years of experience in the department, name of attending physician, and reasons for medical leave and verification by the Township.

M. Family Medical Leave

All officers covered by this Agreement are entitled to Family Medical Leave. (Policy is Attachment B.

N. All officers who retire from the Township with twenty-five years of service in the Police and Firemen's Retirement System ("PFRS") shall receive one day's pay for every two days of accumulated sick time. This benefit shall be capped at a maximum of \$12,000 for each eligible officer. Officers retiring on an ordinary or accidental disability will be entitled to this benefit as well.

O. Accumulated sick leave up to five (5) days per year may be used by an employee for illness in the immediate family, which requires attendance upon an ill family member. The term "immediate family" for the purpose of this Section shall mean and refer only to the employee's spouse, domestic partner, dependent child or dependent parent.

P. In order to care for an FMLA eligible family member, officers shall utilize their family sick days (up to 5 per year), vacation days and personal days

**ARTICLE XIV
PERSONAL DAYS**

A. Each officer covered by this Agreement shall receive three (3) personal days off per calendar year. Requests to use personal days shall be conveyed orally or in writing to the shift leader and/or the Chief of Police.

B. Upon retirement or resignation that is effective between January 1st and June 30th, two (2) personal days shall be available in accordance with the provisions of this Article. For retirement or resignation effective on or after July 1st, the full allotment of personal days shall be available in accordance with the provisions of this Article.

**ARTICLE XV
VACATIONS AND LEAVES OF ABSENCE**

A. Annual vacation leave with pay shall be earned as of the anniversary date of the officer's appointment, and shall be granted based on the officer's years in the PFRS. For employees hired on or after July 1, 2017, vacation accrual shall be based on years of service with the Township.

B. Each officer who has had the time of continuous employment set forth below shall be entitled to the working time shown as a vacation with pay at his regular compensation rate:

1. During the first year of service - 1 working day vacation for each month of service, provided that the officer has had a minimum of 6 months satisfactory service.
2. After 1 year and up to 5 years of service 12 working days' vacation.
3. After 5 years and up to 10 years 15 working days' vacation
4. After 10 years, and up to 15 years of service 18 working days' vacation
5. After 15 years, and up to 20 years of service 20 working days' vacation.
6. Over 20 years of service 25 working days' vacation.

C. Vacation leaves shall be calculated at the beginning of the calendar year prorated in accordance with the officer's anniversary date. If at the time of separation from service the officer has used vacation days for which said officer has not completed an entire year's service, the excess days taken shall be deducted from the officer's last paycheck. Retiring police officers shall be granted their full vacation allowance January 1 of the year of retirement.

D. Vacation Requests

1. Requests for vacation should be submitted in writing to the Chief of Police, or his designee, on or before March 15, and written approval of such vacation requests shall be transmitted to the officer on or before April 15. If a conflict should arise with respect to the scheduling of vacation periods among the officers who have submitted their request prior to March 15, such conflicts shall be resolved on the basis of seniority and consent of the Chief of Police.

2. When an officer has a vacation day that is approved to occur before March 15th and a senior officer subsequently requests the same shift off, fourteen (14) calendar days' notice shall be given to bump the junior officer. If the senior officer makes this request within 14 days of the scheduled shift, the junior officer shall not be bumped.

3. Requests for vacation submitted in writing subsequent to March 15 and through August 1, shall be granted, assuming no conflict with prior scheduled vacations, and the date of submission rather than seniority shall control scheduling. Written approval or denial of these requests shall be provided to the officer within fourteen (14) calendar days.

4. Requests for vacation subsequent to August 1 shall receive such approval as the Chief of Police, within his sole discretion, determines. Written approval or denial of these requests shall be provided to the officer within fourteen (14) calendar days. No more than six (6) vacation days may be carried over to the succeeding calendar year and any vacation days due an employee over the number of six, and not taken during the calendar year in which they were earned, shall be lost. If, in any calendar year, an officer's vacation request, or any part thereof, is not granted after having been submitted in writing by August 1, then, in that event, the officer's vacation days remaining over the number six shall also accumulate and be carried over to the succeeding calendar year. All vacation requests shall be submitted at least 30 days prior to the requested vacation period, but the Chief of Police has discretion to waive this requirement.

5. Officers may request vacation time in half-day increments, in accordance with all of the provisions of this article. The Chief of Police, or his designee, reserves the right to rescind vacation time that was previously approved for the second half of the work day on the day itself, in the event the officer's continued presence is required to sufficiently maintain the daily operations of the Police Department.

6. In instances when an officer does not have an option to take a day off through the use of vacation time, personal days, or compensatory time, that officer may request to switch shifts with another officer. Such requests shall be made to and shall require the approval of the officer's immediate supervisor or higher ranking officer before being granted. A switching of a shift shall only be permitted when the assigned shift of the officer making the request is scheduled to operate on a day with minimum manpower or during a lockout day, as designated by the Chief of Police. The Chief and the Association representatives shall meet to negotiate the specifics of the switch policy.

E. If an officer should die without utilizing vacation and compensatory time to which he/she would have been fully entitled, his/her beneficiary shall receive their monetary value.

**ARTICLE XVI
BEREAVEMENT LEAVE**

A. Bereavement Leave

If an employee's spouse, domestic partner or child dies, the employee shall be granted time off without loss of pay from the date of death, not to exceed five (5) consecutive working days from the day of death. An additional five (5) days of sick leave may be used for bereavement leave in the event of the death of an employee's spouse, domestic partner or child.

B. If an employee's other immediate family member dies, the employee shall be granted time off without loss of pay from the date of death, such leave shall not exceed five (5) consecutive working days. The term immediate family shall include parent, brother, sister, and corresponding in-law relationships, as well as grandchild.

C. If an employee's grandparent and/or corresponding in-laws dies an employee shall be granted time off without loss of pay from the date of death, such leave shall not exceed three (3) consecutive days.

D. If an employee's aunt, uncle, niece or nephew dies an employee shall be entitled to one (1) day bereavement with pay.

E. All requests for leave pursuant to this section must be granted upon approval of the employees Department Head.

F. The Township may require verification of death.

G. Other leaves of absence without pay may be granted by the Township for good reason and such leave of absence shall not be unreasonable denied.

**ARTICLE XVII
HOLIDAY PAY**

A. Officers shall be paid for the holidays listed below. Payment shall henceforth be included in the officer's base salary.

B. The total number of paid holidays will be twelve (12). These holidays are as follows:

New Year's Day	Martin Luther King's Birthday
Presidents Day	Good Friday or Yom Kippur
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving
Day after Thanksgiving	Christmas Day

**ARTICLE XVIII
OVERTIME PAY**

A. Definition

1. All overtime as herein defined shall be all hours worked other than the officer's regularly scheduled shift.

2. Overtime shall be compensated at the rate equal to one and one half (1 1/2) the officer's regular rate of pay.

3. Overtime shall be paid either as compensatory time or cash at the option of the affected officer. The decision will be made when the overtime is earned.

4. All overtime in excess of 100 compensatory hours shall be paid as cash pursuant to Section 2 above.

a. In addition to the compensatory time bank, effective July 1, 2017, each officer shall be credited with up to 60-hours per calendar year of training compensatory time (training bank), for the reasons specified below, which must be used as time off. The training bank compensatory time must be used by December 31 of each year except that 30 hours may be carried over. Carried over training bank time must be used by March 15 of the following year. Any training bank compensatory time in excess of 30 hours in the bank as of November 1 of each year may be scheduled by Administration.

b. Employees shall receive training bank compensatory time (not cash) for Active Shooter, Self Defense, CPR/First Aid training, National Night Out, the Explorers Program and any training mandated by the County, State and/or Federal Government and any additional training agreed to between the Chief and the PBA. The time shall be credited upon completion of the training or the activity. This compensatory time shall be issued in minimum blocks of 5.0 hours at time and one half. In addition, in service instructors shall receive comp time for their instructional time. Biannual firearms and biannual rifle training days to be paid as per this Article under Paragraph A2 and A3.

5. Compensatory time shall be used only upon the request of the officer and with the approval of the Chief of Police.

6. Compensatory time and overtime shall be computed at the same rate- one and one half (1 1/2).

7. In no case shall any officer exceed one hundred hours of compensatory time during the duration of this agreement.

8. If there is a call back to duty during a period when the officer is not scheduled to work, said officer shall receive a minimum of five (5) hours compensated time regardless whether or not said officer shall work the entire five (5) hour period. If an officer must return to work a second time within this same five (5) hour compensatory period, he/she shall not be entitled to an additional

five (5) hour minimum call out payment; rather the second time period shall toll with the initial period and any additional time shall be added thereto.

9. All requests for compensatory time and personal days shall be submitted to the Chief of Police, or his designee at least 48 hours prior to the time requested. The Chief of Police, or officer in charge, will have the discretion to permit exceptions to this paragraph.

10. An officer may be requested to attend a staff meeting scheduled by the Chief or Deputy Chief despite being on off-duty status. Should the officer be on off-duty status, he will receive a minimum of two (2) hours of compensation time, paid at the rate equal to one and one half the officers regular rate of pay, with no call back.

B. Outside Court Time

1. If any officer should be required to appear before any Grand Jury, Municipal Court (other than Manalapan) County Court, State Superior Court, State Court, Federal Court, in any matter, caused by their employment with the Township, that is not during the officer's regular assigned shift, he shall receive time and one half (1 1/2) pay with a five (5) hour minimum, whether or not said officer shall work the entire five (5) hour period.

2. Whenever Officers are subpoenaed to testify in civil actions, and these proceedings are not initiated by the officers themselves against the Township, Officers shall receive time and one half (1 1/2) pay with a five (5) hour minimum, whether or not said officer shall work the entire five (5) hour period.

3. The Court time guarantee for the midnight shift (2130 hours to 0730 hours) shall be four (4) hours at time and one-half for any appearance set forth in subsection 1 of this Section. Such unit members shall also revert to the 2130 hours starting time.

**ARTICLE XIX
LONGEVITY**

A. In addition to the compensation provided in other Articles in this Agreement an officer who is subject to this shall also receive longevity payments, which shall commence on the first day of the month following the anniversary date of hiring as follows:

LENGTH OF SERVICE

After (5) years.....2% Longevity Pay
After (10) years.....5% Longevity Pay
After (15) years.....8% Longevity Pay
After (20) years.....10% Longevity Pay

LENGTH OF SERVICE FOR OFFICERS HIRED AFTER 1/1/2000 BUT PRIOR TO 1/1/20:

After 5 years	\$2,200
After 10 years	\$4,000
After 15 years	\$6,000
After 20 years	\$7,250

LENGTH OF SERVICE FOR OFFICERS HIRED ON OR AFTER 1/1/20:

Commencement of 16 years	\$3,000.00
Commencement of 21 years	\$5,000.00
Commencement of 26 years	\$6,250.00

B. Officers with prior employment as full-time sworn members, with enrollment in the Police Fire Retirement System (PFRS), on a bona fide law enforcement agency, shall be entitled to longevity for such time if there is no break in service of more than one (1) year. Time served as a Special Police Officer 2 (SLEO) for the Township prior to appointment as a full time sworn member of the Manalapan Police Department shall count toward longevity if there is no break in service of more than one (1) year.

C. Effective July 1, 2017, Longevity eligibility shall be on the 1st of the employee's anniversary month if hired on or before the 15th of the month and on the 1st day of the following month if hired from the 16th through the last day of the month.

**ARTICLE XX
COLLEGE INCENTIVE PROGRAM**

A. It is of utmost importance that officers avail themselves of continuing education to enhance their abilities. Officers shall be permitted to take no more than four (4) college courses in a single calendar year. For college level courses, the Township will reimburse the officer for one hundred percent (100%) of the costs of tuition, books and fees in the following manner:

1. Prior to enrolling for any course for which the officer shall seek reimbursement, the officer must receive advance approval for the reimbursement the officer must receive advance approval from the Chief of Police or his designee in writing.

2. The maximum reimbursement for per credit tuition charges and fees shall be the average per credit tuition charges and fees for four-year State Colleges (e.g. The College of New Jersey, Kean, Stockton, Etc.). An officer may take college level courses at any institution of his choosing, but the maximum tuition and fees reimbursement shall be limited as set forth herein.

3. The Township shall reimburse an officer for one hundred percent (100%) of the costs of books necessary for said college level courses.

4. The officer shall supply the Township with a receipt of tuition fees and books.

5. The officer shall provide a transcript for each course to the Township.

6. Upon completion of a course if the officer has received a passing grade, then the Township shall reimburse the officer as set forth above.

7. Any officer hired on or after July 1, 2017 shall not be eligible for the tuition reimbursement program.

B. All officers shall be authorized educational leave with full pay for a maximum of 100 hours annually to attend college classes for such courses. The officer must make an effort to schedule courses in such a way as to minimize the need for such paid leave.

C. An employee with three years' of experience on the Township Police Department is entitled to an educational bonus of \$1500.00 for obtaining a Master's Degree. The education bonus will be part of base salary but not be subject to compounding. Employees qualifying for the first time shall be eligible for such payment at the time of certification of proof of qualification.

ARTICLE XXI
SHIFT SUPERVISOR DIFFERENTIAL

Any officer who serves as shift supervisor shall have his regular rate of pay plus twelve percent (12%) increase per hour of assignment in his normal hourly rate of pay for the shift so assigned.

**ARTICLE XXII
ACCRUAL OF BENEFITS**

Officers who terminate service with the Township will be paid accumulated vacation and clothing allowance on the last day of employment, pro-rated to the date of termination. This pro-rated payment will be in addition to, and exclusive of, any other earnings due the officer on the date of termination. The above listed days and benefits are calculated in recognition of the regular work week established pursuant to the terms herein set forth in this Agreement at the officer's straight rate of pay. The officer must give the Township two (2) weeks' notice prior to termination. In the event that termination of the officer's service is instituted by the Township, the two (2) week rule will not apply.

**ARTICLE XXIII
IN-SERVICE TRAINING**

The cost of all police training courses and seminars authorized by the Chief of Police shall be borne by the Township and seniority shall be a factor in the selection of officers for in-service training, seminars and workshops.

**ARTICLE XXIV
MUTUAL AID**

A. Officers while rendering aid to another community, at the discretion of their superiors, are fully covered by workmen's compensation and liability insurance and pension as provided by State Law.

B. The Township shall not require officers covered by this Agreement to work in other communities whose officers are engaged in a job action, that is, the officers covered by this Agreement shall not be required to engage in strike breaking activities. This will not preclude the use of personnel of the Township to assist another community when so requested by such community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder. The Township shall not be required to violate any applicable statutes or court decisions.

**ARTICLE XXV
AUTOMOBILE USE**

Employees who use their own cars for travel authorized and scheduled by the Chief of Police shall be compensated for mileage at the rate as set by the Internal Revenue Service, and for all necessary tolls and parking fees with a receipt. All distances will be computed from Headquarters.

ARTICLE XXVI
OFFICER FACILITIES AND EQUIPMENT

A. All officers, where applicable, shall be provided with that equipment necessary for high performance.

B. Any equipment lost or damaged in the course of duty shall be repaired or replaced by the Township. The Township shall not be responsible for equipment lost or damaged through normal wear or by deliberate action.

C. Any mandatory change in equipment shall be paid for by the Township.

**ARTICLE XXVII
CLOTHING ALLOWANCE**

A. Uniforms that are damaged in the line of duty and which require immediate replacement shall be replaced after inspection by the Chief of Police. The replacement of such damaged uniform may be made by such officer using the Township's normal purchasing procedures.

B. Any clothing damaged in the line of duty shall be paid for by the Township. In the event there is a mandatory change in uniforms, in part or in whole, the cost of change shall be directly borne by the Township.

C. The clothing allowance to each officer except for probationary officers will be the sum of one thousand dollars (\$1,000.00). Effective January 1, 2017, the uniform allowance shall be paid in the first pay period in December of each calendar year. Probationary officers shall be given half of the allowance for maintenance on a monthly pro-rated basis.

D. It shall be understood that officers shall purchase and maintain their own bullet proof vest from their uniform allowance.

**ARTICLE XXVIII
FUNERAL EXPENSES**

The Township shall contribute \$10,000 as payment to defray the costs of a funeral and other related expenses if an officer dies while on-duty, including off-duty police action or from injuries sustained in the line of duty while still employed with Manalapan Township.

**ARTICLE XXIX
BULLETIN BOARDS**

The Township shall permit the Association to have its own bulletin board located in the Police Headquarters for the posting of notices concerning Association business and activities. All such notices which shall be placed on said bulletin board shall be signed by the President or other authorized officer of the Association.

**ARTICLE XXX
SALARIES**

A. The salaries of police officers employed by the Township are set forth in Attachment D, which incorporates the following increases:

- | | |
|--|-------------------------|
| 1. Effective and retroactive January 1, 2020 | 2% (9+) (1.5% in Guide) |
| 2. Effective and retroactive January 1, 2021 | 2% (9+)(1.5% in Guide) |
| 3. Effective and retroactive January 1, 2022 | 2.9%(9+)(2% in Guide) |
| 4. Effective and retroactive January 1, 2023 | 2.8%(9+)(2% in Guide) |
| 5. Effective January 1, 2024 | 2.8% (9+)(2% in Guide) |

B. With the exception of the Academy step, Effective July 1, 2017, each step movement will occur on the 1st of the employee's anniversary month if hired on or before the 15th of the month and on the 1st day of the following month if hired from the 16th through the last day of the month. Step progression shall continue to be paid to employees even if the parties have not settled and approved a successor contract as of this Agreement's "expiration" date.

1. The Academy step applies while the officer is in Police Training Academy only. Upon graduation from the Academy the officer shall move to Step 1 of the salary schedule. The anniversary date for the advancement to Step 2 will be calculated as one year from the attainment of Step 1. For Step 3 and on, the officer's original date of hire will be used for obtaining each subsequent step thereafter.

2. When an officer is hired with a Class II certification, said officer shall start the Academy step within the salary guide. After completing the necessary hours required to obtain a Class "A" certification, the officer will immediately move to Step 1 within the salary guide, even if it is before the formal Police Academy graduation. The officer will move to step 2 within the salary guide on his original date of hire and continue his step increases on his original date of hire.

3. Step 1 is the entry-level step for all police transferees to the Department regardless of the number of years of prior service and entry-level step for all "alternate route" officers.

C. Senior patrolman step takes effect after an officer has completed fifteen (15) years of service in the Police and Fire Retirement System. This step would take effect at the start of the sixteenth year of the officer. For employees hired on or after July 1, 2017, eligibility for senior patrol step shall be based on years of service to the Township.

D. Effective and retroactive to January 1, 2016, Detectives and Traffic Officers, for the period of the assignment (except as provided below) shall receive a base pay increase of \$2,000.00 payable in the regular payroll cycles of the Township and shall be used in calculating all pay rates of such officers and shall be pensionable. However, such amount shall not be subject to compounding. Detectives and Traffic Officers who have accumulated or will accumulate 8 years of aggregate service

in the assignment shall continue to receive their increase (cap at \$2000 total) if they are removed absent proven disciplinary cause or if the employee voluntarily vacates the assignment. The Detective and Traffic Officer salary is in recognition of the additional duties performed by the Officers in those assignments and is not intended, nor is it recognized, that this amount is considered a promotion for Officers so assigned.

An Officer who is assigned as a Detective and Traffic Officer shall receive payment for each position.

E. Field Training Officers: Effective January 1, 2016, Officers functioning as field training officers shall receive the following additional payments while they are training new officers:

- Phase I Training Officers: 1.5 hours of pay (straight time) per shift
- Mentoring Phase Officers: 1.5 hours of pay (straight time) per shift.

F. K-9 Officers: See Attachment C. In addition, K-9 handlers shall have the right of first refusal to purchase their K-9 partners for \$1.00 when the K-9 partner is decommissioned.

**ARTICLE XXXI
GRIEVANCE PROCEDURE**

A. It is the policy of the Township that every officer at all times shall be treated fairly, courteously and with respect. Conversely, each officer is expected to accord the same treatment to his associates, supervisors and to the public.

B. For purposes of this Article, a "business day" is defined as a day that the Township Administration Department is open and operating under full day or half day hours.

C. A grievance shall be a claim by a member or the PBA based on interpretation, application or violation of this Agreement, policies or administrative decision or practice affecting a member or group of officers.

1. A grievance shall be presented within fourteen (14) business days after the occurrence of the cause for such grievance or within fourteen (14) business days after the grievant has knowledge of the cause of the grievance, if such knowledge did not arise at the occurrence of the cause of the grievance.

2. Any officer or group of officers presenting a grievance pursuant to this section shall have the right to have a representative of the Association and/or any attorney present at all steps of the grievance procedure.

3. All written grievances shall be submitted in duplicate. The grievance shall be stated as completely and as clearly as possible in order to permit prompt handling. However, the omitting of any part of the grievance shall not be deemed a waiver of that grievance.

a. STEP 1. A grievance shall first be presented in writing to the Operations Officer with a copy to the Shift Leader. It is the responsibility of the Operations Officer to attempt to arrange a mutually satisfactory settlement of the grievance.

b. STEP 2. If the grievant(s) is not satisfied with the disposition of the grievance in Step 1, or if no solution has been agreed to within five (5) business days after the grievance was presented, the grievant may within an additional five (5) business days present the grievance in writing to the Chief of Police or his designee.

i. Within seven (7) business days of such grievance being presented to the Chief of Police or his designee, the Chief of Police or Acting Police Chief, grievant and his representatives shall meet with the grievant's supervisor to discuss the issues. The grievant (s) and the designated Association representative shall suffer no loss in pay or benefits for the time lost from scheduled work in order to attend a grievance meeting held pursuant to this Agreement.

ii. The Chief of Police shall render a written decision within seven (7) business days of the meeting held pursuant to Step 2 or within fourteen (14) business days after the grievance was presented to the Chief of Police.

c. STEP 3. If the grievant (s) is not satisfied with the disposition of the grievance in Step 2, or if no solution has been agreed to within the time limits contained in Step 2,

then the grievant may within an additional seven (7) business days present the grievance in writing to the Township Administrator.

i. Within ten (10) business days of receipt of such grievance, the Township Administrator shall meet with the grievant (s) and the grievant's designated Association representative and/or his attorney and the grievant's supervisor to discuss the issues. The grievant (s) and the designated Association representative shall suffer no loss in pay or benefits for time lost from scheduled work in order to attend a grievance meeting held pursuant to Step 3.

ii. The Township Administrator shall render a written decision within ten (10) business days of the meeting held pursuant to Step 3.

d. STEP 4. If the grievant is not satisfied with the disposition of the grievance at Step 3, or if there is no timely decision, then the grievant shall petition the Association and request this matter be brought to Arbitration. If the Association determines the matter is meritorious, it shall file for Arbitration pursuant to PERC rules and regulations within thirty (30) business days of the receipt of the decision under Step 3, or within thirty (30) business days of the expiration of the time for making a timely decision under Step 3, unless otherwise extended by written consent of the parties.

The arbitrator shall be bound by the collective negotiations agreement between the parties and past practice. The cost of arbitration shall be borne by the losing party and the decision of the arbitrator shall be binding on the parties.

4. The grievant (s), the designated Association representative and witnesses subject to this Agreement shall suffer no loss of pay or benefits for time lost from scheduled work in order to appear at an arbitration held pursuant to Step 4.

5. Nothing herein shall prevent both parties from mutually agreeing to extend or contract the time limits provided for processing the grievances at any step in the grievance procedure.

**ARTICLE XXXII
AGENCY SHOP BILL**

The Township agrees to deduct, in accordance with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act, as they relate to Agency Shop provisions, from the pay of each Employee covered by this Agreement who voluntarily furnishes a written authorization, a representation fee equal to eighty-five percent (85%) of Association dues, as certified by the Association. The voluntary representation fee deduction shall commence with the 1st pay after the Township receives the voluntary authorization and notice from the Association. After deduction, representation fees shall be transmitted to the Association in the same manner, and at the same time as the Association dues.

The voluntary authorization for the representation fee deduction shall remain in full force and effect during the full term of an Employee's employment, unless properly withdrawn. To withdraw the voluntary representation fee deduction authorization an employee must submit a written request to the responsible designee for the Township within ten (10) days following each anniversary date of his/her employment. Once the Township designee receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

**ARTICLE XXXIII
PBA RIGHTS**

A. The President of the Association shall be granted release time to conduct Association business and conduct grievance investigations for which he shall suffer no loss in pay. In addition the President of the Association shall be advised by the department of the findings of any internal investigation involving a member of the Association by the department which results in discipline as well as copy of any disciplinary charges on a member of the department filed by either a member of the community or the department administration.

B. Any member of the Association unit shall be advised by the department of any complaint filed or made by any member of the Township Committee, Department of Administration or any person regarding his performance as a police officer.

C. All complaints shall be promptly brought to the officer's attention as soon as they are received. The Association President shall receive copy of said complaint.

D. All officers shall be advised of any hearing regarding their continuation of employment or discipline on any matter which could arise which could affect his employment with the Township.

E. The officer shall be advised of the matter and have Association representation at these meetings to advise him/her of their rights.

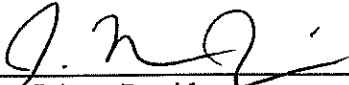
ARTICLE XXXIV
ASSIGNMENT OF BADGE NUMBERS

When multiple, new officers have the same effective start date, as voted upon and approved by the Township Committee, badge numbers for the new officers are to be assigned by the Chief of Police, at his sole discretion. The assignment of badge numbers establishes seniority within the Police Department. As such, the Chief should consider past experience in the law enforcement field, including but not limited to time in the PFRS, along with test scores from the police academy, when making this decision.


IN WITNESS WHEREOF, the parties hereto have signed this Agreement through their duly authorized officials on the date first above written.

P.B.A. LOCAL NO. 229

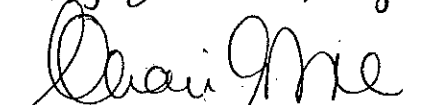
TOWNSHIP OF MANALAPAN



Morgan Joiner, President


Mary Ann Musich, Mayor

PBA Witness


Shari Rose, Municipal Clerk

Date: Anthony Casculle
1/11/24

Date: 1-16-2024

ATTACHMENT A

WORK SCHEDULES

All Detectives shall have a work schedule of 4 consecutive 10-hour days on duty followed by 3 consecutive days off-duty. The workdays shall be Monday through Thursday or Tuesday through Friday. The work hours shall be 0800 to 1800 hours. The Detective assigned as the on-call Detective will work 1000 to 2000 hours for that week.

In addition, the Chief may establish a "Flex" shift for one Detective assignment. The "Flex" shift shall be 10-hour days on duty on Monday, Tuesday, Thursday and Friday with Wednesday, Saturday, and Sunday off-duty. The work hours shall be 0800 to 1800 hours. The Detective assigned as the on-call Detective will work 1000 to 2000 hours for that week.

Detectives shall select their schedules and workdays by seniority as a Detective.

JULY 2008

ATROLS

6/24/08

DAY SHIFT

Table with columns 1-31 and rows TU W TH F SA SU M TU W TH F SA SU M TU W TH F SA SU M TU W TH F SA SU M TU W TH. Contains R and S characters representing a schedule.

R = 0700 - 1700

S = 0700 - 1530

SWING SHIFT

Table with columns 1-31 and rows TU W TH F SA SU M TU W TH F SA SU M TU W TH F SA SU M TU W TH. Contains R and S characters representing a schedule.

R = 1400 - 2400

S = 1500 - 2330

MIDNIGHTS

Table with columns 1-31 and rows TU W TH F SA SU M TU W TH F SA SU M TU W TH F SA SU M TU W TH. Contains R and S characters representing a schedule.

Handwritten initials/notes including (PC) and other symbols.

Handwritten signature and date 2017.

DETECTIVES

JULY

9/25/2008

2000	1	TU	2	W	TH	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
1900	E	F	G	E	F	G	E	F	G	E	F	G	E	F	G	E	F	G	E	F	G	E	F	G	E	F	G	E	F	G	E	F	G	E	F	G
2000	B	C	H	B	C	H	B	C	H	B	C	H	B	C	H	B	C	H	B	C	H	B	C	H	B	C	H	B	C	H	B	C	H	B	C	H

ALL

AUGUST

1800	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31								
2000	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	
1800	B	C	H	E	F	G	B	C	H	E	F	G	B	C	H	E	F	G	B	C	H	E	F	G	B	C	H	E	F	G	B	C	H	E	F	G	B	C	H

ALL

2017

TRAFFIC 2008

JULY

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
TU	W	TH	FR	SA	SU	M	TU	W	TH	FR	SA	SU	M	TU	W	TH	FR	SA	SU	M	TU	W	TH	FR	SA	SU	M	TU	W	TH
A	A	A	A																											
B	B	B	B																											

AUGUST

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
SA	SU	M	TU	W	TH	FR	SA	SU	M	TU	W	TH	FR	SA	SU	M	TU	W	TH	FR	SA	SU	M	TU	W	TH	FR	SA	SU	
A																														

2017



ATTACHMENT B
FAMILY LEAVE POLICY

MANALAPAN TOWNSHIP FAMILY MEDICAL
LEAVE ACT

November 2022

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EMPLOYEE ELIGIBILITY

(A) Employees may be entitled to unpaid leave from work pursuant to either or both the Federal Family and Medical Leave Act (FMLA) or the New Jersey Family Leave Act (NJFLA).

To be eligible for FMLA benefits, an employee **must**:

- have worked for the Township for a total of 12 months;
- have worked at least 1,250 hours over the previous 12 months.

While the 12 months of employment need not be consecutive, employment periods prior to a break in service of **seven** years or more need not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)).

(B) To be eligible for NJFLA benefits, an employee **must**:

- have worked for the Township for a total of 12 months;
- have worked at least 1,000 hours over the previous 12 months.

(C) NJFLA Definitions

"Employee" means a person who is employed for at least 12 months by an employer, with respect to whom benefits are sought under this act, for not less than 1,000 base hours during the immediately preceding 12-month period. Any time, up to a maximum of 90 calendar days, during which a person is laid off or furloughed by an employer due to that employer curtailing operations because of a state of emergency

declared after October 22, 2012, shall be regarded as time in which the person is employed for the purpose of determining eligibility for leave time under this act. In making the determination, the base hours per week during the layoff or furlough shall be deemed to be the same as the average number of hours worked per week during the rest of the 12-month period.

“Family leave” means leave from employment so that the employee may provide care made necessary by reason of:

- (1) the birth of a child of the employee, including a child born pursuant to a valid written agreement between the employee and a gestational carrier;
- (2) the placement of a child into foster care with the employee or in connection with adoption of such child by the employee; or
- (3) the serious health condition of a family member of the employee.

“Family member” means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.

“Parent” means a person who is the biological parent, adoptive parent, foster parent, resource family parent, step-parent, parent-in-law or legal guardian, having a “parent-child relationship” with a child as defined by law, or having sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

“State of emergency” means a natural or man-made disaster or emergency for which a state of emergency has been declared by the President of the United States or the

Governor, or for which a state of emergency has been declared by a municipal emergency management coordinator.

In any case where an employee is eligible, for the same reason covered under both the FMLA and the NJFLA, both leave entitlements will run concurrently. However, where only one law provides for leave in the situation, leave entitlement under the other law will be unaffected.

Example One- The FMLA provides for 12 weeks leave for an employee's own serious health condition, but the NJFLA does not. An employee with his or her own serious health condition can use 12 weeks leave entitlement under the FMLA for that and still have 12 weeks entitlement under the NJFLA to use for purposes under the NJFLA.

Example Two- The NJFLA provides for 12 weeks leave to care for a father-in-law or mother-in-law with a serious health condition, but the FMLA does not. An employee can use 12 weeks leave to care for a father-in-law or mother-in-law for 12 weeks and still have 12 weeks entitlement to use for purposes under the FMLA.

Example Three- Both the FMLA and the NJFLA provide for leave of up to 12 weeks for care for a parent with a serious health condition. Leave taken by an employee for that reason would reduce entitlements to leave under both the FMLA and the NJFLA.

Spouses employed by the Township are limited in the amount of FMLA leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 workweeks (or 26 workweeks if leave to care for a covered servicemember with a serious injury or illness is also used) under the FMLA. Under the NJFLA, however, each

individual spouse is entitled to 12 weeks leave for the reasons for leave under the Act. Under the FMLA, leave for birth and care, or placement for adoption or foster care must *conclude* within 12 months of the birth or placement. However, under the NJFLA, leave for birth and care, or placement for adoption need only *begin* within one year of birth or placement.

If the leave is taken upon the foster care placement, birth or adoption of a healthy child, the leave may be taken on an intermittent basis so long as the covered individual shall provide the employer with prior notice of the leave not less than 15 days before the first day on which benefits are paid for the intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice; and the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer and, if possible, provide the employer, prior to the commencement of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

LEAVE ENTITLEMENT

(A) Pursuant to the FMLA, the Township will grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of a newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to take medical leave when the employee is unable to work because of a serious health condition; or

- for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

The Township will also grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness, up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the servicemember.

(B) The Township also provides leave benefits pursuant to the NJFLA for up to a total of 12 workweeks of unpaid leave during any 24-month period upon advance notice to the Township not less than 15 days before the first day on which benefits are paid for intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice for one or more of the following reasons:

- for the expected birth and care of a newborn child of the employee;
- for the expected placement with the employee of a son or daughter for adoption;
- for placement in foster care;
- for care of a spouse, civil union partner, son, daughter, parent, parent-in-law or parent of a partner in a civil union with a serious health condition. (The State Law covers civil union partners, parents-in-law and parents of civil union partners while the Federal Law does not)

In the case of single continuous benefits for family temporary disability leave with respect to birth, placement in foster care, or adoption, the covered individual shall

provide the Township with prior notice of the leave not less than 30 days before the leave commences, unless it commences while the individual is receiving unemployment benefits, in which case the covered individual shall notify the division. The amount of benefits shall be reduced by two weeks' worth of benefits if the individual does not provide notice to an employer as required by this subsection, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.

Example One- The FMLA provides for 12 weeks leave for an employee's own serious health condition, but the NJFLA does not. An employee with his or her own serious health condition can use 12 weeks leave entitlement under the FMLA for that and still have 12 weeks entitlement under the NJFLA to use for purposes under the NJFLA.

Example Two- The NJFLA provides for 12 weeks leave to care for a father-in-law or mother-in-law with a serious health condition, but the FMLA does not. An employee can use 12 weeks leave to care for a father-in-law or mother-in-law for 12 weeks and still have 12 weeks entitlement to use for purposes under the FMLA.

Example Three- Both the FMLA and the NJFLA provide for leave of up to 12 weeks for care for a parent with a serious health condition. Leave taken by an employee for that reason would reduce entitlements to leave under both the FMLA and the NJFLA.

Spouses employed by the Township are limited in the amount of FMLA leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 workweeks (or 26 workweeks if leave to care for a covered servicemember with a serious injury or illness is also used) under the FMLA. Under the NJFLA, however, each

individual spouse is entitled to 12 weeks leave for the reasons for leave under the Act. Under the FMLA, leave for birth and care, or placement for adoption or foster care must *conclude* within 12 months of the birth or placement. However, under the NJFLA, leave for birth and care, or placement for adoption need only *begin* within one year of birth or placement.

FORM OF LEAVE

Under some circumstances, employees may take NJFLA or FMLA leave intermittently-taking leave in separate blocks of time for a single qualifying reason-or on a reduced leave schedule-reducing the employee's usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Township's operations. If leave is for birth and care, or placement for adoption or foster care, the ability to use intermittent leave is subject to the Township's approval.

An employee shall be entitled, at the option of the employee, to take this leave on a reduced leave schedule, except that:

- (1) The employee shall not be entitled to a reduced leave schedule for a period exceeding 12 consecutive months for any one period of leave; and

If the leave is taken upon the foster care placement, birth or adoption of a healthy child, the leave may be taken on an intermittent basis so long as the covered individual shall provide the employer with prior notice of the leave not less than 15 days before the first day on which the benefits are paid for the intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice; and the covered individual

makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer, prior to the commencement of intermittent leave, with a regular schedule on the day or days of the week on which the intermittent leave will be taken.

The employee shall make a reasonable effort to schedule reduced leave so as not to disrupt unduly the operations of the employer and the employee shall provide the employer with prior notice of the care, medical treatment, or continuing supervision by a health care provider necessary due to a serious health condition of a family member, in a manner which is reasonable and practicable.

Employees who use their family/medical leave on an incremental basis, and continue to be absent on an unpaid leave status after the exhaustion of the family/medical leave, may find their medical benefits terminated if the number of hours they work falls below the threshold established by the Township. Medical treatment or other bases for intermittent or reduced schedule leave must be scheduled so as not to disrupt the Township's operations. Employees who wish to take intermittent or reduced schedule leave may, at the Township's discretion and, unless prohibited by law, be transferred to a position, for which they are qualified and for which they will receive equivalent pay and benefits, which may better accommodate such leave.

An employee of the Township shall be entitled to a family leave of 12 weeks in any 24-month period upon advance notice to the employer unless the employer denies family leave to the employee pursuant to the law.

In the case of a family member who has a serious health condition, the benefits for family temporary disability leave may be taken intermittently when medically necessary, if:

- (1) the total time within which the leave is taken does not exceed 12 months;
- (2) the covered individual provides the employer with a copy of the certification required pursuant to this section;
- (3) the covered individual provides the employer with prior notice of the leave not less than 15 days before the first day on which benefits are paid for the intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice; and
- (4) the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer and, if possible, provide the employer, prior to the commencement of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

In the case of the foster care placement, birth or adoption of a healthy child, the leave may be taken intermittently.

In the case of leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the leave may be taken intermittently if:

- (1) the covered individual provides the employer with prior notice of the leave as soon as practicable; and
- (2) the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer and, if possible, provide the employer, prior to the commencement of the intermittent leave, with a regular schedule of the day or days of the week on which the intermittent leave will be taken.

USE OF PAID LEAVE

Family and/or medical leave will be granted by the Township based upon the medical condition of the employee or the reason for the leave of absence requested by the employee. If an employee has accrued unused sick, vacation or personal days, the family/medical leave will run concurrent with any paid leave available to the employee. The use of sick leave, vacation leave, personal leave or other Township paid leave will not extend the family/medical leave available to the employee.

Payments from the State Disability Program are available to employees once all available Township sick leave is exhausted. The Township is not a party to these payments. These payments are an income protection benefit partially paid for by the employee and do not impact on the FMLA program.

DEFINITION OF SERIOUS HEALTH CONDITION

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or

- Continuing treatment by a health care provider, which includes:

- (1) A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also

includes:

- treatment two or more times by or under the supervision of a health care provider (*i.e.*, in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or
- one treatment by a health care provider (*i.e.*, an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (*e.g.*, prescription medication, physical therapy); or

(2) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or

(3) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or

(4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

(5) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

LEAVE FOR BIRTH, BONDING, OR TO CARE FOR A CHILD WITH A SERIOUS HEALTH CONDITION ON THE BASIS OF AN "IN LOCO PARENTIS" RELATIONSHIP; DEFINITION OF "SON OR DAUGHTER"

The FMLA defines a "son or daughter" as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*. NJFLA provisions are similar. The broad definition of "son or daughter" is intended to reflect the reality that many children in the United States live with a parent other than their biological father and mother. Under the FMLA, an employee who actually has day-to-day responsibility for caring for a child may be entitled to leave even if the employee does not have a biological or legal relationship to the child.

For purposes of this policy, "Child" means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

The FMLA military leave provisions definitions of son or daughter are without regard to age, however.

MAINTENANCE OF HEALTH BENEFITS

The Township will maintain group health insurance coverage for an employee on leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the Township may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA or NJFLA leave.

DENIAL OF LEAVE

The Township may deny family leave to the employee if:

- (1) The Employee is a salaried employee who is among the highest paid 5% of the employer's employees or the seven highest paid employees of the employer, whichever is greater;
- (2) The denial is necessary to prevent substantial and grievous economic injury to the employer's operations; and
- (3) The employer notifies the employee of its intent to deny the leave at the time the employer determines that the denial is necessary.

The provisions of this subsection shall not apply when, in the event of a state of emergency declared by the Governor or when indicated to be needed by the Commissioner of Health or other public health authority, the family leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease. In any case in which the leave has already commenced at the time of the notification, the employee shall return to work within 10 working days of the date of notification.

RETURNING FROM LEAVE

Upon return from leave, an employee will be reinstated to their same job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using leave.

An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed. Employees who would have been affected by a reduction in force or layoff regardless of leave are not entitled to reinstatement.

Prior to returning to work, employees who took leave due to their own serious health condition must submit a medical certification stating that they are able to perform the essential functions of their position either with or without reasonable accommodation. If employees do not return to work following a family/medical leave of absence, they will be deemed to have voluntarily terminated their employment.

If employees do not return to work following a family/medical leave of absence, they will be deemed to have voluntarily terminated their employment.

NOTICE AND CERTIFICATION

Employee Notice

Employees seeking to use leave are required to provide 30-day advance notice of the need to take leave when the need is foreseeable and such notice is practicable—generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case.

Employees must provide sufficient information for the Township to reasonably determine whether the FMLA or NJFLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job,

and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider.

When an employee seeks leave for an FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. When an employee seeks leave, however, due to an FMLA-qualifying reason for which the employer has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

The Township also provides leave benefits pursuant to the NJFLA for up to a total of 12 workweeks of unpaid leave during any 24-month period upon advance notice to the Township not less than 15 days before the first day on which benefits are paid for intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice for one or more of the following reasons:

- for the expected birth and care of a newborn child of the employee;
- for the expected placement with the employee of a son or daughter for adoption;
- for placement in foster care;
- for care of a spouse, civil union partner, son, daughter, parent, parent-in-law or parent of a partner in a civil union with a serious health condition. (The State Law covers civil union partners, parents-in-law and parents of civil union partners while the Federal Law does not).

In the case of single continuous benefits for family temporary disability leave with respect to birth, placement in foster care, or adoption, the covered individual shall

provide the Township with prior notice of the leave not less than 30 days before the leave commences, unless it commences while the individual is receiving unemployment benefits, in which case the covered individual shall notify the division. The amount of benefits shall be reduced by two weeks' worth of benefits if the individual does not provide notice to an employer as required by this subsection, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.

If the leave is taken upon the foster care placement, birth or adoption of a healthy child, the leave may be taken on an intermittent basis so long as the covered individual shall provide the employer with prior notice of the leave not less than 15 days before the first day on which benefits are paid for the intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice; and the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer and, if possible, provide the employer, prior to the commencement of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

The covered individual shall provide the employer with prior notice of the leave not less than 15 days before the first day on which benefits are paid for the intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice; and the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer and, if possible, provide the employer, prior to the commencement of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

Certification

Employees requesting leave due to a serious health affecting the employee or a covered family must provide a certification from a health care provider on Township provided forms. Failure to provide a Health Care Provider Certification Form in a timely manner may result in denial or delay of leave and/or benefits, denial of reinstatement, or termination of employment for unauthorized absence. The Township may require second or third medical opinions (at the Township's expense) and periodic recertification of a serious health condition. Employees returning from leave for their own serious health condition must submit a certification that they are able to resume work. If reasonable safety concerns exist, the Township will, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave. Forms for medical certifications are available in the Township Administrator's Office.

Where the certification is for the serious health condition of a family member of the employee, the certification shall be sufficient if it stated the following:

- (1) The date on which the serious health condition commenced;
- (2) the probable duration of the condition; and
- (3) The medical facts within the provider's knowledge regarding the condition.

Where the certification is for the birth or placement of the child, the certification need only state the date of birth or date of placement, whichever is appropriate.

Where the certification is for an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the certification shall be sufficient if it includes:

(1) for leave taken to provide in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency, the date on which the closure of the school or place of care of the child of the employee commenced and the reason for such closure;

(2) for leave taken due to a public health authority's issuance of a determination requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee would jeopardize the health of others, the date of issuance of the determination and the probable duration of the determination; or

(3) for leave taken because a health care provider or public health authority recommends that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee would jeopardize the health of others, the date of the recommendation, the probable duration of the condition, and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.

REPORTING WHILE ON LEAVE

While on leave, employees may be required to furnish the Township with periodic reports of their status and whether they intend to return to work after their leave. If the circumstances of the leave change and the employee is able to return to work earlier than the date of the original request, the employee is required to notify the Township at least two work days prior to the date of return.

ACTIVE DUTY OR CALL TO ACTIVE DUTY OF SPOUSE, CHILD OR PARENT

The National Defense Authorization Act for Fiscal Year 2008 (2008 NDAA), Public Law 110-181, amended the FMLA to allow eligible employees to take up to 12 workweeks of job-protected leave in the applicable 12-month period for any "qualifying exigency" arising out of the active duty or call to active duty status of a spouse, son, daughter, or parent. The 2008 NDAA also amended the FMLA to allow eligible employees to take up to 26 workweeks of job-protected leave in a "single 12-month period" to care for a covered servicemember with a serious injury or illness. These two types of FMLA leave are known as the military family leave entitlements.

MILITARY FAMILY ENTITLEMENTS

Military Caregiver Leave: The Township will grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness up to a total of 26 workweeks of **unpaid** leave during a "single 12-month period" to care for the servicemember. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient

status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the employer for other types of FMLA leave. An eligible employee is limited to a **combined** total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 out of the 26 weeks total may be for an FMLA-qualifying reason other than to care for a covered servicemember.) Spouses employed by the Township are limited to a **combined** total of 26 workweeks in a single "12-month period."

Qualifying Exigency Leave:

The Township will grant an eligible employee up to a total of **12 workweeks of unpaid** leave arising during the 12-month period for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty status (or has been notified of an impending call or order to covered active duty). Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard, Reserves, or Regular Armed Forces.

Covered active duty or call to covered active duty status in the case of a military member of the Regular Armed forces means duty during the deployment of the member with the Armed Forces to foreign country. The active duty orders of a member of the

regular components of the Armed Forces will generally specify if the member is deployed to a foreign country.

Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

For purposes of covered active duty or call to covered active duty status, the Reserve components of the Armed Forces include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation. The active duty orders of a member of the Reserve components will generally specify if the military member is serving in support of a contingency operation.

Qualifying Exigencies include:

- Issue arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;

- Certain childcare and related activities, arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member; the need for which arises from the active duty or call to active duty status of the covered military member;
- Taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member.

FMLA leave may be taken intermittently whenever **medically necessary** to care for a covered servicemember with a serious injury or illness. FMLA leave also may be taken intermittently for a qualifying exigency arising out of the active duty status or call to active duty of a covered military member. When leave is needed for planned medical

treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Township's operation.

NOTICE REQUIREMENTS FOR MILITARY FAMILY LEAVE

Employees seeking to use military caregiver leave must provide 30 days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered servicemember. If leave is foreseeable but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable- generally, either the same or next business day. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need for military family leave is not foreseeable, the employee must provide notice to the Township as soon as practicable under the facts and circumstances of the particular case.

CERTIFICATION REQUIREMENTS FOR MILITARY FAMILY LEAVE

The Township will require that an employee's request for military family leave be supported by an appropriate certification. The Township will require that:

- leave for a qualifying exigency be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party;
- leave to care for a covered servicemember with a serious injury or illness be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember's family.

ACCRUAL OF BENEFITS

Although the duration of the leave will not count as a break in service for determining eligibility of benefits, additional benefits will not continue to accrue during the unpaid portion of the leave.

OTHER EMPLOYMENT

While on leave, an employee may not perform any other full-time employment if the employee was not so employed immediately prior to leave. An employee may commence part-time employment as long as such employment does not exceed half the regularly scheduled hours worked for the Township. An employer may continue part-time employment commenced prior to the leave, but at no more hours than before the leave.

MANALAPAN FLA & FMLA
FORM LIST

Applicable Law

Forms

- | | | |
|--|-------|--|
| (Both) | _____ | General Family & Medical Leave Request |
| (Both) | _____ | Birth of child |
| (Both) | _____ | Placement of child with the employee for adoption or foster care |
| (FMLA only) | _____ | Placement of child for foster care |
| (Both) | _____ | Serious health condition of family member |
| NJ law includes mother-in-law, father-in law, civil union partner and parents of Civil union partner | _____ | Health Care Provider Certification |
| (FMLA only) | _____ | Employee's own serious health condition |
| | _____ | Health Care Provider Certification |
| (FMLA only)
26 weeks | _____ | Care for spouse, child, parent or next of kin in the armed services and is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness |
| | _____ | Health Care Provider Certification |
| (FMLA only)
12 weeks
order to | _____ | Qualifying exigency for spouse, child or parent on active duty or impending call or active duty |
| (Both) | _____ | Employer Designation Form |
| (Both) | _____ | Intermittent or Reduced Leave Form |

TOWNSHIP OF MANALAPAN Family & Medical Leave Request Form

Part I: Employee Contact Information

Name of Employee: _____ Date: ____/____/____

Daytime Phone #: _____ Email: _____

Supervisor: _____ Email: _____

Part II: Leave Request Information

Continuous

Start Date: _____ Expected End Date: _____ Check here if this is an estimated date

Intermittent (Leave taken in separate blocks of time) (Additional form must be completed detailing requested leave)

Start Date: _____ Expected End Date: _____ Check here if this is an estimated date

Reduced (Leave taken that reduces the usual number of working hours per week or hours per day) (Additional form must be completed detailing requested leave)

Start Date: _____ Expected End Date: _____ Check here if this is an estimated date

Please check off one (1) of the boxes below indicating the type of leave requested (see below for required forms and/or documentation):

Birth of a child/ Care for newborn

Adoption of child

Placement of child into foster care

Care of child, spouse, civil union partner, parent, parent-in-law or parent of civil union partner with a serious health condition (Attached certification of health care provider must be completed and supplied)

Name: _____ Relationship: _____

Serious health condition of the employee. (Attached certification of health care provider must be completed and supplied)

Care for spouse, child, parent or next of kin who is a covered servicemember (or has been notified of an impending call or order to covered active duty status). (Attached certification of health care provider must be completed and supplied)

Name: _____ Relationship: _____

Qualifying exigency (spouse, son, daughter, or parent)
(Attached certification of qualifying exigency must be completed and supplied)

Name: _____ Relationship: _____

Within the past 24-month period preceding the "start date" indicated above, have you taken any "Family Leave"?

If yes, please note period of leave: _____

Reason: _____

Determination of eligibility for leave under the FMLA, and /or additional documentation or clarification of documentation, may be required prior to making a final FMLA determination to approve or deny an FMLA leave request. Please contact Human Resources with any questions.

Part III: Certification

Employee's Signature: _____

Date: _____

FOR HR USE ONLY

Date Received:

FMLA Eligibility Notice Sent:

TOWNSHIP OF MANALAPAN

Family and Medical Leave

Employee's Notification of New Child in the Family

To take NJFLA and FMLA leave for a new child in the family, an employee must notify management within 30 days (when practicable) of the anticipated date of the birth, placement in foster care or adoption. This form may be used for that purpose.

Employee Name (Print):

To Supervisor

This serves as notification under the New Jersey family Leave Act and/or Family Medical Leave Act of 1993 that I expect to become a parent of a new child, by (check one):

Birth

Adoption

Placement in foster care

On (approximate date): _____

Following that date, I plan to take time off work to care for my new child. I plan to work on (approximate date): _____

Employee Signature: _____ Date: _____

Family and Medical Leave Act Rules: New Child in the Family

The Family and Medical Leave Act guarantees 12 weeks of time off per leave year as designated by the Township for a new child in the family-by birth, by placement of a foster child or by adoption. The age of the child adopted or placed in foster care does not affect eligibility for leave (except that the child must be under 18, or older but incapable of self-care).

Before the child arrives: In the case of birth, the pregnant employee is entitled to FMLA leave before the actual date of birth, for prenatal care if her condition makes her unable to work. Accrued paid sick leave may be used for these purposes. Before or after a foster or adopted child is placed, the employee is entitled to take FMLA leave for making required arrangement for the placement: to attend counseling sessions, appear in court, consult with his or her attorney or doctors representing the birth parent, or submit to a physical examination. A father or mother is entitled to take FMLA leave for these reasons.

Caring for the child during the first year: Whether the child arrives by birth or by placement, a mother or father is entitled to FMLA leave to care for the child during the first year. No medical FMLA leave is needed—the FMLA leave is guaranteed simply to care for the new child.

**Certification of Health Care Providers for
Family Member's Serious Health Condition
(Family and Medical Leave Act)**

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I: For Completion by the EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Instructions to the EMPLOYER: The Family and Medical Leave Act (FLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. Employers must generally maintain records and documents relating to medical certification, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: Township of Manalapan

Employee Name: _____
First Middle Last

Date: ___/___/___ (mm/dd/yyyy)
(List Date Certification Requested)

The medical certification must be returned by: ___/___/___ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts)

SECTION II: For Completion by the EMPLOYEE

Instructions to the EMPLOYEE: Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. **If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections.** 29 U.S.C. §§ 2613, 2614(c)(3). You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days. 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

Your Name: _____
 First Middle Last

Name of family member for whom you will provide care: _____
 First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

Briefly describe the care you will provide to your family member: (Check all that apply)

Assistance with basic medical, hygienic, nutritional, or safety needs

Transportation

Physical Care

Psychological Comfort

Other: _____

Give your best estimate of the amount of leave needed to provide the care described:

If a reduced work schedule is necessary to provide the care described, give your best estimate of the reduced schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy), I am able to work _____ (hours per day) _____ (days per week).

Employee Signature

Date

Section III: For Completion by HEALTH CARE PROVIDER

Instructions for HEALTH CARE PROVIDER: Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that *involves inpatient care or continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required**, to provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's Name: _____

Health Care Provider's business address: _____

Type of practice/medical specialty: _____

Telephone: () _____ Fax: () _____

Email: _____

PART A: MEDICAL INFORMATION

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

1. Patient's Name: _____

2. Approximate date condition started or will start:

3. Provide your best estimate of how long the condition lasted or will last: _____

4. For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient (e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort).

5. Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

Inpatient Care: The patient (___ has been / ___ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

Incapacity plus Treatment: (e.g. outpatient surgery, strep throat) Due to the condition, the patient (___ has been / ___ is expected to be) incapacitated for more than three consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (___ was / ___ will be) seen on the following date(s):

The condition (___ has / ___ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

Pregnancy: The condition is pregnancy. List the expected delivery date: _____
(mm/dd/yyyy)

Chronic Conditions: (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

Permanent or Long Term Conditions: (e.g. Alzheimer's, terminal stages of cancer). Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

Conditions requiring Multiple Treatments: (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

None of the above: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

6. If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

7. Due to the condition, the patient (___had/ ___will have) planned medical treatment(s) (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

8. Due to the condition, the patient (___was/ ___will be) referred to other health care provider(s) for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy)

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy)
and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery

_____ (e.g. 3 days / week)

Employee Name: _____

9. Due to the condition, the patient (was / will be) incapacitated for a continuous period of time, including any time for treatment(s) and / or recovery.

Provide your best estimate of the beginning date: _____ (mm/dd/yyyy)
and end date _____ (mm/dd/yyyy) for the period of incapacity.

10. Due to the condition it, (was / is / will be) medically necessary for the employee to be absent from work to provide care for the patient on an intermittent basis (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your best estimate of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per

(day / week / month) and are likely to last approximately _____
(hours / days) per episode.

Signature of Health Care Provider _____

Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)

<u>Inpatient Care</u>
<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
<p>Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none">• Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,• At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
<p>Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.</p>
<p>Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p>Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.</p>
<p>Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for

respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR;
RETURN TO THE PATIENT.**

TOWNSHIP OF MANALAPAN

Certification of Health Care Providers for
Employee's Serious Health Condition
(Family and Medical Leave Act)

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

1. Employee name:

First	Middle	Last
-------	--------	------

2. Employer name: _____

Date: _____
(mm/dd/yyyy)
(List date certification requested)

3. The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

4. Employee's job title: _____

Job description (is / is not) attached.

Employee's regular work schedule:

Statement of the employee's essential job functions:

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care or continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name:

Health Care Provider's name: (Print)

Health Care Provider's business address:

Type of practice / Medical specialty:

Telephone: () _____ Fax: () _____

E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

1. State the approximate date the condition started or will start:

_____ (mm/dd/yyyy)

2. Provide your best estimate of how long the condition lasted or will last:

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

Inpatient Care: The patient (has been / is expected to be) admitted for an overnight stay in a hospital,

hospice, or residential medical care facility on the following date(s):

Incapacity plus Treatment: (e.g. outpatient surgery, strep throat)

Due to the condition, the patient (has been / is expected to be) incapacitated for more than three

consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (was / will be) seen on the following date(s):

The condition (has / has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

Pregnancy: The condition is pregnancy. List the expected delivery date:

_____ (mm/dd/yyyy).

Chronic Conditions: (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

Permanent or Long Term Conditions: (e.g. Alzheimer's, terminal stages of cancer)

Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

Conditions requiring Multiple Treatments: (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

None of the above: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form

SECTION I: For Completion by the EMPLOYER

Instructions to the EMPLOYER: The Family and Medical Leave Act (FLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. Employers must generally maintain records and documents relating to medical certification, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files / records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: Township of Manalapan

Employee's Job Title: _____

Regular Work Schedule: _____

Employee's Essential Job
Functions: _____

Check is job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this for to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to due to your own serious health condition. **If requested by your employer, your**

response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305(b).

Your name: _____
 First Middle Last

Section III: For Completion by HEALTH CARE PROVIDER

Instructions for HEALTH CARE PROVIDER: Your patient has requested leave under the FML. Answer fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate," may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. The next page provides for additional information, should you need to. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / medical specialty: _____

Telephone: () _____ Fax: () _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility? ___No ___Yes. If so, dates of admission: _____

Date(s) you treated the patient for the condition: _____

Was medication, other than over-the-counter medication, prescribed? ___No ___Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g. physical therapist)? ___No ___Yes. If so, state the nature of such treatments and expected duration of treatment: _____

2. Is the medical condition pregnancy? No Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in section I to answer this question. If the employer fails to provide a list of the employee's essential job functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition?

No Yes

If so, identify the job functions the employee is unable to perform: _____

4. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment): _____

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? No Yes

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatments, appointments, or work part-time or on a reduced schedule because of the employee's medical condition? No Yes

If so, are the treatments or reduced number of hours work medically necessary? No Yes

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period: _____

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? _____No _____Yes

Is it medically necessary for the employee to be absent from work during these flare-ups? _____No _____Yes

If so, please explain: _____

Based on the patient's medical history and your knowledge of the medical conditions, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next six months (e.g. 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

ADDITIONAL INFORMATION: Identify question number with your additional answer:

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.00. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, NW, Washington, DC 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR;
RETURN TO THE PATIENT.**

TOWNSHIP OF MANALAPAN

Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave (Family and Medical Leave Act)

Notice to the **EMPLOYER**: The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave to care for a covered servicemember with a serious illness or injury. The FMLA allows an employer to require an employee seeking FMLA leave for this purpose to submit a medical certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the health care provider for the information necessary for a complete and sufficient medical certification. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310. Recertifications are not allowed for FMLA leave to care for a covered servicemember. Where medical certification is requested by an employer, an employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good-faith efforts to obtain such documents.** An employer requiring an employee to submit a certification for leave to care for a covered servicemember must accept as sufficient certification invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill servicemember at the servicemember's bedside. An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

1. Employee name:

First

Middle

Last

2. Employer name: _____

Date: _____

(mm/dd/yyyy)

(List date certification requested)

3. This certification must be returned by:

_____ (mm/dd/yyyy)

(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE and/or CURRENT SERVICEMEMBER

Please complete all Parts of Section II before having the servicemember's health care provider complete Section III. The FMLA allows an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by your employer, your response is required to obtain or retain the benefit of FMLA-protected leave.

PART A: EMPLOYEE INFORMATION

1. Name of the current servicemember for whom employee is requesting leave: _____

Employee Name: _____

2. Select your relationship to the current servicemember. You are the current servicemember's:

Spouse Parent Child Next of Kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include in loco parentis relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for a covered servicemember who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a covered servicemember for whom the employee has assumed the obligations of a parent. No biological or legal relationship is necessary. "Next of kin" is the servicemember's nearest blood relative, other than the spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative as designated in writing by the servicemember for purposes of FMLA leave, (2) blood relatives granted legal custody of the servicemember, (3) brothers and sisters, (4) grandparents, (5) aunts and uncles, and (6) first cousins.

PART B: SERVICEMEMBER INFORMATION AND CARE TO BE PROVIDED TO THE SERVICEMEMBER

3. The servicemember (is / is not) a current member of the Regular Armed Forces, the National Guard or Reserves. If yes, provide the servicemember's military branch, rank and unit currently assigned to: _____

4. The servicemember (is / is not) assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients, such as a medical hold or warrior transition unit. If yes, provide the name of the medical treatment facility or unit: _____

5. The servicemember (is / is not) on the Temporary Disability Retired List (TDRL).

6. Briefly describe the care you will provide to the servicemember: (Check all that apply)

Assistance with basic medical, hygienic, nutritional, or safety needs

Psychological Comfort Physical Care

Transportation

Other: _____

7. Give your best estimate of the amount of leave needed to provide the care described:

8. If a reduced work schedule is necessary to provide the care described, give your best estimate of the reduced work schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy), I am able to work: _____ (hours per day) _____ (days per week).

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all Parts of this Section fully and completely, and sign the form below. The employee listed at Section I has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Note: For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating. "Need for care" includes both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the servicemember is not able to care for his or her own basic medical, hygienic, or nutritional needs or safety, or needs transportation to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the servicemember who is receiving inpatient or home care. A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active

duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above.

PART A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider's Name: (Print)

Health Care Provider's business address:

Type of practice/Medical specialty:

Telephone:() _____ Fax:() _____

E-mail: _____

Please select the type of FMLA health care provider you are:

- DOD health care provider
- VA health care provider
- DOD TRICARE network authorized private health care provider
- DOD non-network TRICARE authorized private health care provider
- Health care provider as defined in 29 C.F.R. § 825.125

PART B: MEDICAL INFORMATION

Please provide appropriate medical information of the patient as requested below. Limit your responses to the servicemember's condition for which the employee is seeking leave. If you are unable to make some of the military-related determinations contained below, you are permitted to rely upon determinations from an authorized DOD representative, such as a DOD recovery care coordinator. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. §1635.3(e).

1. Patient's Name:

2. List the approximate date condition started or will start:
_____ (mm/dd/yyyy)

3. Provide your best estimate of how long the condition will last:

4. The servicemember's injury or illness: (Select as appropriate)

- Was incurred in the line of duty on active duty.
- Existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty.

None of the above.

5. The servicemember (is / is not) undergoing medical treatment, recuperation, or therapy for this condition.

If yes, briefly describe the medical treatment, recuperation or therapy:

6. The current servicemember's medical condition is classified as: (Select as appropriate)

(VSI) Very Seriously Ill/Injured Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.

(SI) Seriously Ill/Injured Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.

OTHER Ill/Injured A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.

NONE OF THE ABOVE. Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under 29 C.F.R. § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.

PART C: AMOUNT OF LEAVE NEEDED

For the medical condition checked in Part B, complete all that apply. Some questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

7. Due to the condition, the servicemember will need care for a continuous period of time, including any time for treatment and recovery. Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for this period of time.

8. Due to the condition, it is medically necessary for the servicemember to **attend planned medical treatment** appointments (scheduled medical visits). Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery _____ (e.g. 3 days/week)

9. Due to the condition, it is medically necessary for the servicemember to receive care on an intermittent basis (periodically), such as the care needed because of episodic flare-

ups of the condition or assisting with the servicemember's recovery. Provide your **best estimate** of how often (frequency) and how long (the duration) the intermittent episodes will likely last.

Over the next 6 months, intermittent care is estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Signature of Health Care Provider

Date _____
(mm/dd/yyyy)

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN IT TO THE PATIENT**

TOWNSHIP OF MANALAPAN

Certification of Qualifying Exigency for Military Family Leave (Family and Medical Leave Act)

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, child, or parent (the military member) is on covered active duty or has been notified of an impending call or order to covered active duty. The FMLA allows an employer to require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee at least 15 calendar days to provide the certification. 29 C.F.R. § 825.305(b). If the employee fails to provide complete and sufficient certification, the employee's FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at <http://www.dol.gov/agencies/whd/fmla>.

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the employer for the information necessary for a complete and sufficient qualifying exigency certification, which is set out at 29 C.F.R. § 825.309. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.**

1. Employee name:

First

Middle

Last

2. Employer name: _____

Date: _____

(mm/dd/yyyy)

(List date certification requested)

3. This certification must be returned

by _____

(mm/dd/yyyy)

(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II – EMPLOYEE

Please complete all Parts of Section II and sign the form before returning it to your employer. The FMLA allows an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. If requested by your employer, your response is required to obtain the benefits

and protections of the FMLA. 29 C.F.R. § 825.309. Failure to provide a complete and sufficient certification may result in a denial of your FMLA leave request. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. **You are responsible for making sure the certification is provided to your employer within the time frame requested, which must be at least 15 calendar days. 29 C.F.R. § 825.313.**

1. Provide the name of the military member on covered active duty or call to covered active duty status:

First	Middle	Last
-------	--------	------

2. Select your relationship of the military member. The military member is your:

Spouse Parent Child, of any age

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include in loco parentis relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave for a qualifying exigency related a military member who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave for a qualifying exigency related a military member for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

PART A: COVERED ACTIVE DUTY STATUS

Covered active duty or call to covered active duty in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. Covered active duty or call to covered active duty in the case of a member of the Reserve components means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code; Section 12301(a) of Title 10 of the United States Code; Section 12302 of Title 10 of the United States Code; Section 12304 of Title 10 of the United States Code; Section 12305 of Title 10 of the United States Code; Section 12406 of Title 10 of the United States Code; chapter 15 of Title 10 of the United States Code; or, any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. 10 U.S.C. § 101(a)(13)(B).

An employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service. **This information need only be provided to the employer once, unless additional leave is needed for a different military member or different deployment.**

3. Provide the dates of the military member's covered active duty service:

4. Please check one of the following and attach the indicated written document to support that the military member is on covered active duty or call to covered active duty status:

A copy of the military member's covered active duty orders

Other documentation from the military indicating that the military member is on covered active duty or has been notified of an impending call to covered active duty, such as official military correspondence from the military member's chain of command

I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status

PART B: APPROPRIATE FACTS

Under the FMLA, leave can be taken for a number of qualifying exigencies. 29 C.F.R. § 825.126(b). Complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes available written documentation which supports the need for leave such as a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming the military member's Rest and Recuperation leave, or other documentation issued by the military which indicates that the military member has been granted Rest and Recuperation leave, or a document confirming an appointment with a third party (e.g., a counselor or school official, or staff at a care facility, a copy of a bill for services for the handling of legal or financial affairs). Please provide appropriate facts related to the particular qualifying exigency to support the FMLA leave request, including information on the type of qualifying exigency and any available written documentation of the exigency event.

5. Select the appropriate **Qualifying Exigency Category** and, if needed, provide additional information related to the event:

Short notice deployment (*i.e., deployment within seven or fewer days of notice*)

Military events and related activities (*e.g., official ceremonies or events, or family support and assistance programs*):

Childcare related activities for the child of the military member (*e.g., arranging for alternative childcare*):

Care for the military member's parent (*e.g., admitting or transferring the parent to a new care facility*):

Financial and legal arrangements related to the deployment (e.g., obtaining military identification cards)

Counseling related to the deployment (i.e., counseling provided by someone other than a health care provider)

Military member's short-term, temporary Rest and Recuperation leave (R&R) (leave for this reason is limited to 15 calendar days for each instance of R&R)

Post deployment activities (e.g., arrival ceremonies, or reintegration briefings and events): _____

Any other event that the employee and employer agree is a qualifying exigency: _____

6. Available written documentation supporting this request for leave is (attached/ not attached/ not available).

PART C: AMOUNT OF LEAVE NEEDED

Provide information concerning the amount of leave that will be needed. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency leave needed. Be as specific as you can; terms such as "unknown" or "indeterminate" may not be sufficient to determine FMLA coverage.

7. List the approximate date exigency started or will start:
_____ (mm/dd/yyyy)

8. Provide your best estimate of how long the exigency lasted or will last:
From _____ (mm/dd/yyyy)
to _____ (mm/dd/yyyy)

9. Due to a qualifying exigency, I need to work a **reduced schedule**. Provide your **best estimate** of the reduced schedule you are able to work:

From _____ (mm/dd/yyyy)
to _____ (mm/dd/yyyy).

I am able to work _____ (e.g., 5 hours / day, up to 25 hours a week)

10. Due to a qualifying exigency, I will need to be absent from work for a **continuous period of time**. Provide your **best estimate** of the beginning and ending dates for the period of absence:

From _____ (mm/dd/yyyy)
to _____ (mm/dd/yyyy)

11. Due to a qualifying exigency, I will need to be absent from work on an **intermittent basis** (periodically).

Provide your **best estimate** of the frequency (how often) and duration (how long) of each appointment, meeting, or leave event, including any travel time.

Over the next 6 months, absences on an **intermittent basis** are estimated to occur: _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

12. My leave is due to a qualifying exigency that involves **Rest and Recuperation leave (R & R)** of the military member (leave for this reason is limited to 15 calendar days for each instance of R & R leave).

List the dates of the military member's R &R leave:

From _____ (mm/dd/yyyy)
to _____ (mm/dd/yyyy)

PART D: THIRD PARTY INFORMATION

If applicable, please provide information below that may be used by your employer to verify meetings or appointments with a third party related to the qualifying exigency. Examples of meetings with third parties include: arranging for childcare or parental care, to attend non-medical counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations. This information may be used by your employer to verify that the information contained on this form is accurate.

Individual (e.g., name and title) or Entity / Organization:

Address: _____

Telephone:() _____ Fax:() _____

E-mail: _____

Describe purpose of meeting:

Employee
Signature _____

Date _____ (mm/dd/yyyy)

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF
DEPARTMENT OF LABOR. RETURN FORM TO THE EMPLOYER.**

TOWNSHIP OF MANALAPAN

Family and Medical Leave

Employee Notice of Need for Intermittent Leave or for a Reduced Work Schedule

Employee Name (Print):

1. Reason for reduced or intermittent schedule: The reason for this notice of a need for intermittent leave or a reduced work schedule is:

- My own serious health condition
- I am needed to care for a family member with a serious health condition, as defined in the Family Medical Leave Act or New Jersey Family Leave Act
- To care for my new child (non-health reasons.) (Intermittent or reduced leave may only be taken with the Township's consent for this reason.)
- Care for spouse, child, parent or next of kin who is a covered servicemember.
- Qualifying exigency of service member (spouse, son, daughter or parent)

2. Description of intermittent leave or reduced work schedule, including duration:

Employee Signature

Date

TOWNSHIP OF MANALAPAN

Designation Notice

(Family and Medical Leave Act and New Jersey Family Leave Act)

Leave covered under the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA) must be designated as FMLA and/or NJFLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA and/or NJFLA leave entitlement. In order to determine whether leave is covered under the FMLA and/ or NJFLA, the employer may request that the leave be supported by a certification.

To: _____

Date: _____

We have reviewed your request for leave under the FMLA and/or NJFLA and any supporting documentation that you have provided.

We received your most recent information on _____ and decided:

____ Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.

____ Your NJFLA leave request is approved. All leave taken for this reason will be designated as NJFLA leave.

The FMLA and NJFLA require that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement.

____ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your FMLA leave entitlement:

____ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your NJFLA leave entitlement:

____ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA or NJFLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

You have requested to use paid leave during your FMLA and/or NJFLA leave. Any paid leave taken for this will count against your FMLA and/or NJFLA leave entitlement.

We are requiring you to substitute or use paid leave during your FMLA and/or NJFLA leave.

You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position is is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

Additional information is needed to determine if your FMLA and/or NJFLA leave request can be approved.

The certification you have provided is not complete and sufficient to determine whether the FMLA and/or NJFLA applies to your leave request. You must provide the following information no later than _____ unless it is not practicable
(provide at least seven calendar days)
under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

Specify information needed to make the certification complete and sufficient: _____

We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

Your FMLA leave request is not approved.

Your NJFLA leave request is not approved.

The FMLA does not apply to your leave request.

The NJFLA does not apply to your leave request.

You have exhausted your FMLA entitlement in the applicable 12-month period.

You have exhausted your NJFLA leave entitled in the applicable 24-month period.

TOWNSHIP ADMINISTRATOR

DATE

ATTACHMENT C
K-9 AGREEMENT

AGREEMENT

REGARDING COMPENSATION OF K-9 OFFICERS

**BETWEEN THE TOWNSHIP OF MANALAPAN
MONMOUTH COUNTY, NEW JERSEY**

AND

MANALAPAN TOWNSHIP PBA, LOCAL #229

WHEREAS, both the Township and PBA Local #229, wish to make clear the understanding regarding compensation and to verify that the agreement regarding same is reasonable and has taken into account all pertinent factors.

NOW, THEREFORE, BE IT AGREED by the Township and PBA Local #229:

1. Based upon years of experience with having a K-9 Unit, and knowing the time and effort needed to be performed by K-9 officers, and other factors, the parties verify and ratify that the agreement regarding compensation found in the PBA Agreement is reasonable, fair and adequate and has taken into account all pertinent facts regarding care, supervision, training, etc., for K-9 officers.

2. That compensation is as follows:

Officers functioning as K-9 officers are entitled to one hour per shift for maintenance time to care for the K-9's.

3. In arriving at this agreement, the parties are aware of the provisions, and have considered same, of the Federal Fair Labor Standards Act, and of 29 CFR, Section 785.23.
4. In arriving at this agreement, the parties have specifically taken into account the following duties associated with being a K-9 officer: home grooming and home boarding, walking of dogs, bathing of dogs, feeding of dogs, taking dogs to the veterinarian, administering of medication to the dogs, exercising the dogs before and after shift, keeping police vehicles clean in light of transporting the dogs, keeping homes clean as it relates to the dogs, insect prevention inside homes, conducting physical inspection of dogs, cleaning of dog waste from yard, sanitizing and disinfecting yards, maintaining fences in yards, insuring dogs' teeth are healthy, providing flea and parasite control, providing on-going training, and the need for taking the dogs on vacation with the officers.
5. As the parties have asserted and verified that the compensation is reasonable for such time for the care of the dogs for the above activities, and any and all related activities, the parties agree that it is not necessary for Township and/or Department officials to inspect or visit the K-9 officers' homes in regard to the K-9 Unit.

6. All donations received by the Township or Department shall be used for K-9 purposes (including but not limited to reimbursement for professional grooming and boarding for vacation periods.)

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the dated indicated.

Tara L. L.L.
For the Township

Dated: 1-16-2024

J. Morgan Joener
For the PBA
J. MORGAN JOENER, PRESIDENT

Dated: 1/11/24

Adam Sorenson
K-9 Officer

Dated: 1/1/24

Officer

Dated:

Officer

Dated:

ATTACHMENT D

SALARIES

Step	Current	1/1/2020 2% (9+) (1.5% in Guide)	1/1/2021 2% (9+) (1.5% in Guide)	1/1/2022 2.9% (9+) (2% in Guide)	1/1/2023 2.8% (9+) (2% in Guide)	1/1/2024 2.8% (9+) (2% in Guide)
Academy	\$ 37,104	\$ 37,661	\$ 38,225	\$ 38,990	\$ 39,770	\$ 40,565
1	\$ 47,370	\$ 48,081	\$ 48,802	\$ 49,778	\$ 50,773	\$ 51,789
2	\$ 54,426	\$ 55,242	\$ 56,071	\$ 57,192	\$ 58,336	\$ 59,503
3	\$ 61,482	\$ 62,404	\$ 63,340	\$ 64,607	\$ 65,899	\$ 67,217
4	\$ 68,538	\$ 69,566	\$ 70,610	\$ 72,022	\$ 73,462	\$ 74,931
5	\$ 75,595	\$ 76,729	\$ 77,880	\$ 79,437	\$ 81,026	\$ 82,647
6	\$ 82,651	\$ 83,891	\$ 85,149	\$ 86,852	\$ 88,589	\$ 90,361
7	\$ 89,707	\$ 91,053	\$ 92,418	\$ 94,267	\$ 96,152	\$ 98,075
8	\$ 96,763	\$ 98,214	\$ 99,688	\$ 101,681	\$ 103,715	\$ 105,789
9	\$ 111,669	\$ 113,902	\$ 116,180	\$ 119,550	\$ 122,897	\$ 126,338
10	\$ 112,155	\$ 114,398	\$ 116,686	\$ 120,070	\$ 123,432	\$ 126,888
11	\$ 112,322	\$ 114,568	\$ 116,860	\$ 120,249	\$ 123,616	\$ 127,077
12	\$ 112,322	\$ 114,568	\$ 116,860	\$ 120,249	\$ 123,616	\$ 127,077
13	\$ 112,322	\$ 114,568	\$ 116,860	\$ 120,249	\$ 123,616	\$ 127,077
14	\$ 112,322	\$ 114,568	\$ 116,860	\$ 120,249	\$ 123,616	\$ 127,077
15	\$ 112,322	\$ 114,568	\$ 116,860	\$ 120,249	\$ 123,616	\$ 127,077
16	\$ 121,486	\$ 123,916	\$ 126,394	\$ 130,059	\$ 133,701	\$ 137,445
17	\$ 121,486	\$ 123,916	\$ 126,394	\$ 130,059	\$ 133,701	\$ 137,445
18	\$ 121,486	\$ 123,916	\$ 126,394	\$ 130,059	\$ 133,701	\$ 137,445
19	\$ 121,486	\$ 123,916	\$ 126,394	\$ 130,059	\$ 133,701	\$ 137,445
20	\$ 121,486	\$ 123,916	\$ 126,394	\$ 130,059	\$ 133,701	\$ 137,445
21	\$ 121,606	\$ 124,038	\$ 126,519	\$ 130,188	\$ 133,833	\$ 137,581

ATTACHMENT E
LEAVE OF ABSENCE FORM

Leave of Absence Form
Manalapan Township Police Department
Per Article XIII Section L of the Collective Negotiations
Agreement and N.J.S.A. 40A:14-137

Officer's Name: _____

Hire Date: _____

Date Requested Leave to Commence: _____

Date Requested Leave will End: _____

(Leave requests only applicable where there are more than seven (7) days of consecutive absence needed. Leaves can only commence after an officer exhausts all accumulated sick leave.

Number of Completed Years of Service in Department as of Request: _____

Name of Attending Physician: _____

Address of Attending Physician: _____

Phone Number of Attending Physician: _____

Fax Number of Attending Physician: _____

E-mail Address of Attending Physician: _____

Officer's Statement of Reason of Leave (attach additional pages if necessary):

By: _____

Dated: _____

TO BE COMPLETED BY THE EXAMINING PHYSICIAN APPOINTED BY THE TOWNSHIP:

The undersigned certifies that I have examined _____ and find that _____ [] does [] does not suffer from an injury, illness or disability necessitating [] he [] she be absent from duties based upon the job description presented to me by the Township.

I estimate that this need for absence will be from _____ to _____.

Please add any necessary comments/conditions regarding the leave:

By: _____
Physician's Name:
Physician's Address:

Physician's Phone No.:

Dated: _____